

SPECIAL, 2/29/2016 1:30:00 PM

BE IT REMEMBERED that on February 29, 2016, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

Notice of Meeting and Agenda and Minutes
February 29, 2016

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
February 29, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **29th** day of **February 2016** at its regular meeting place in the Jury Impaneling room, Jefferson County Courthouse, 1085 Pearl Street, Beaumont, Texas. Until further notice.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve, execute, receive and file a renewal for (IFB 12-036/JW), Term Contract for Inmate Clothing and Supplies for Jefferson County with Bob Barker Company, Inc., Charm-Tex, ICS Jail Supplies, Inc., Shoe Corp of Birmingham, and Tabb Textile Co., Inc. for a third additional one (1) year renewal from March 8, 2016 to March 7, 2017.

SEE ATTACHMENTS ON PAGES 6 - 10

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

2. Execute, receive, and file a contract amendment with Ricoh USA, Inc. (DIR Contract DIR-TSO-3041) for an exchange of equipment included on the original contract. This amendment will exchange (15) Ricoh SP5200 DN and (1) Ricoh SPC831DN printer with (13) Ricoh SP5200 DN printers, (2) Ricoh SP4520DN printers, and (1) Ricoh SPC831DN printer with maintenance for the County Clerk's Office; for an amended contract total of \$19,662.66.

SEE ATTACHMENTS ON PAGES 11 - 16

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

3. Consider and approve transfer of (6) desks (each with a hutch), and a safe from the Courthouse Restoration project (CAP 057) to the District Attorney's office.

REPLACED BY ADDENDUM ITEM D

Action: NONE

4. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 17 - 18

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

ADDENDUMS

5. Consider and possibly approve an inter-department transfer from the Courthouse Restoration project (CAP 057) of (6) desks (each with a hutch) to the District Attorney's Office and a safe to the Treasurer's Office as authorized by Local Government Code §262.011.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY AIRPORT:

6. Receive and file executed Letters of Intent for Ground Lease between Jefferson County, Texas, and GLOW Investment Group regarding development of the airport property.

SEE ATTACHMENTS ON PAGES 19 - 55

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

7. Receive and file executed Inter-local Agreement between Jefferson County, Texas the City of Nederland and the Nederland Economic Development Corporation regarding development of the airport property.

SEE ATTACHMENTS ON PAGES 56 - 62

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

8. Regular County Bills check #417772 through #418041.

SEE ATTACHMENTS ON PAGES 63 - 72

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

ENGINEERING:

9. Consider and possibly adopt a Resolution recognizing Carol Foster for 13 years of dedicated service to the Jefferson County Engineering Department and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 73 - 73

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

10. Consider and possibly approve Overweight Vehicle Permit 01-OW-16 and Road Use Agreement to Auger Services Inc. for utility work and mobilizing equipment for power poles foundations at sites from Old Nome Road to North Broadway Street. This project is located in Precinct 1.

SEE ATTACHMENTS ON PAGES 74 - 88

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

DISTRICT ATTORNEY:

11. Immediately following Commissioners Court- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding matters that may require litigation.

Action: NONE

Jeff R. Branick
County Judge

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES
FOR JEFFERSON COUNTY

The County entered into a contract with Bob Barker Company, Inc. for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from March 8, 2016 to March 7, 2017.

ATTEST:

JEFFERSON COUNTY, TEXAS


Carolyn L. Guidry, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
Bob Barker Company, Inc.


(Name)

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES
FOR JEFFERSON COUNTY

The County entered into a contract with Charm-Tex for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from March 8, 2016 to March 7, 2017.

ATTEST:



Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
Charm-Tex


(Name) Stan Dangles
VP of Sales

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES
FOR JEFFERSON COUNTY

The County entered into a contract with ICS Jail Supplies, Inc., Inc. for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from March 8, 2016 to March 7, 2017.

ATTEST:


JEFFERSON COUNTY, TEXAS


Carolyn L. Guidry, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
ICS Jail Supplies, Inc.


(Name)

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES
FOR JEFFERSON COUNTY

The County entered into a contract with Shoe Corp of Birmingham for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from March 8, 2016 to March 7, 2017.

ATTEST:

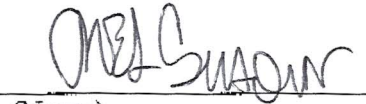
JEFFERSON COUNTY, TEXAS


Carolyn L. Guidry, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
Shoe Corp of Birmingham


(Name)

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES
FOR JEFFERSON COUNTY

The County entered into a contract with Tabb Textile Co., Inc. for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from March 8, 2016 to March 7, 2017.

ATTEST:


JEFFERSON COUNTY, TEXAS


Carolyn L. Guidry, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
Tabb Textile Co., Inc.


(Name)
Marsha Thrift, Contract Administrator

RICOH

ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:	July 1, 2015	Sale Type :	CASH
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BILL TO INFORMATION			
Customer Legal Name: JEFFERSON COUNTY			
Address Line 1: 1149 PEARL ST FL 7		Contact: Grammer, Jessica	
Address Line 2: AUDITORS OFFICE		Phone: (409)983-8340	
City: BEAUMONT		E-mail: jgrammer@co.jefferson.tx.us	
ST / Zip: TX/77701-3638	County: JEFFERSON	Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input checked="" type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____
<input type="checkbox"/> PO Included PO# _____	<input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work)
<input type="checkbox"/> Syndication	<input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including by not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, Initiating Services, etc.).

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
80 Months	MONTHLY	MONTHLY

SHIP TO INFORMATION			
Customer Name: JEFFERSON COUNTY			
Address Line 1: 1149 PEARL ST		Contact: Grammer, Jessica	
Address Line 2:		Phone: (409)983-8340	
City: BEAUMONT		E-mail: jgrammer@co.jefferson.tx.us	
ST / Zip: TX/77701-3638	County: JEFFERSON	Fax:	

PRODUCT INFORMATION									
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price
RICOH SP4520DN	2	Gold	N/A	\$0.0100	N/A	N/A		\$817.08	\$1,634.16
RICOH SP5200DN	13	Gold	N/A	\$0.0080	N/A	N/A		\$1,160.00	\$14,950.00
RICOH SPC831DN	1	Gold	N/A	\$0.0100	N/A	\$0.0700		\$3,078.50	\$3,078.50



RICOH

ORDER TOTALS		
Service Type Offerings:	Product Total:	\$19,662.66
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	\$0.00
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	\$0.00
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	\$19,662.66
Additional Provisions:		
Contract for State of Texas DIR TSO-3041		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: <u>Carolyn L. Guidry</u>	Authorized Signature: <u>[Signature]</u>
Printed Name: <u>CAROLYN L. GUIDRY</u>	Printed Name: _____
Title: <u>COUNTY CLERK</u>	Title: <u>NLUetko OSM 12/23/15</u>
Date: <u>12/19/15</u>	Date: _____

ATTEST:

Carolyn L. Guidry
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick
Jeff Branick, County Judge



APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3041
Maintenance and Sale Agreement

CUSTOMER INFORMATION					
Legal Name	Jefferson County				
Bill To Address	1149 Pearl St				
City	Beaumont	State	TX	Zip Code	77701

DIR Contract No. DIR-TSO-3041 and this Maintenance & Sale Agreement (the "Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh" and/or "Vendor") agrees to sell the specific equipment and/or hardware ("Products") identified on an Order (defined below) entered into hereunder and/or provide maintenance services for the specific items of equipment identified on an Order ("Services") entered into hereunder to Customer (defined above) from time to time. Either party may terminate the arrangement contemplated by this Agreement at any time upon prior written notice to the other in accordance to Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order Form (each an "Order") placed and accepted prior to such termination.

The following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing DIR-TSO-3041 and this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such order and must include the words, "DIR Contract No. DIR-TSO-3041". Ricoh will not be responsible to provide services for equipment, for terms or locations not identified on the Order accepted by Ricoh.

(b) As part of its Services, Ricoh will repair or replace in accordance with the terms and conditions of DIR Contract No. DIR-TSO-3041 and this Agreement any part of the serviced equipment that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be now, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) service calls or work which Customer requests to be performed outside of regular Ricoh business hours (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh holidays; (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (v) consumable supplies such as paper, unless expressly provided for in the Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits; and (x) installation or de-installation and/or movement of the serviced equipment from one location to another unless specified in writing by Ricoh. Notwithstanding the foregoing, initial equipment installation and/or final disposition de-installation of the equipment and transportation each way is included at no cost to Customer. Damage to serviced equipment or parts arising from causes beyond the control of Ricoh are not covered by this Agreement or any Order. Additionally, service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Service Charges.

2. **Service Calls.** Service calls will be made during normal business hours at the installation address shown on the applicable Order exclusive of State of Texas published holidays listed on the Texas Comptroller of Public Accounts website at: http://www.window.state.tx.us/taxinfo/state_holidays.html. Travel is not an allowable charge under this Contract and labor-time for the service calls after normal hours, on weekends and on holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged in accordance to Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and reconnecting unauthorized attachments or components.

3. **Reserved.**

4. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. Notwithstanding the foregoing, pricing shall be in accordance with Appendix C of DIR

Contract No. DIR-TSO-3041. Termination shall be in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041.

5. Service Charges. (a) Service charges ("Service Charges"), will be set forth in accordance to Appendix C of DIR Contract No. DIR-TSO-3041. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge its customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may result in Service Charges; (ii) the transfer of the serviced equipment from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the applicable Order; and (iii) the Toner Inclusive Program is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. As per Section 151.309, Texas Tax Code, Government Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

(b) Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Pricing shall be in accordance with Appendix C of DIR Contract No. DIR-TSO-3041.

6. Use of Recommended Supplies; Meter Readings. (a) If the Customer uses other than manufacturer-recommended paper, and if such paper is defective or not acceptable for use on the serviced equipment or causes abnormally frequent service calls or service problems that are unrepaired and continuing, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such items of serviced equipment. If so terminated, Customer will be offered service on a time and materials basis in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041. Supplies, including toner, staples, developer and fuser oil are included in the cost of images listed in Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041.

(b) If Ricoh determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by Ricoh, Customer and Ricoh will assess the equipment to determine if the device needs to be upgraded to a model that will accommodate the Customer's actual usage. Supplies are included in this Contract at no cost. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that Ricoh may place automatic meter reading units on imaging devices, embedded or otherwise, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis, service calls and toner alerts. Ricoh agrees that such units will be used by Ricoh solely for such limited purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes only. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services and if after repeated billing cycles of estimations, a meter reading is still not provided to Ricoh, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges.

7. Basic Connectivity Services. If any software, system support or related connectivity services are specifically set forth on an Order and accepted by Ricoh, Ricoh shall provide any such services at the Customer location set forth in the Services Order, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. Customer acknowledges that Ricoh's performance of any such services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity services are specifically identified in the Order as part of the services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

8. Customer Obligations. Customer agrees to provide a proper place for the use of the serviced equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the serviced equipment hereunder within a reasonable distance of the serviced equipment. Customer agrees to provide "360 degree" service access to the serviced equipment. Customer will provide a key operator for the serviced equipment and will make operators available for instruction in use and care of the serviced equipment. Customer agrees that any equipment not serviced by Ricoh which utilizes identical supplies to the serviced equipment must be covered under a separate inclusive non-Ricoh service program. If Customer is authorized by law to perform background checks on Ricoh personnel performing Services under this

Agreement, then it shall provide Ricoh with advance written notice of any such requirement before the commencement of work under this Agreement.

9. Early Termination. Termination shall be in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041.

10. Insurance. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this Agreement. If Customer is a governmental entity, Ricoh agrees that Customer may self-insure to fulfill this requirement. Ricoh will maintain insurance coverage in accordance with Appendix A, Section 10.N of DIR Contract No. DIR-3041. Upon request, each party agrees to deliver the other evidence of such insurance coverage.

The following terms shall apply to all Product sale transactions:

11. Order, Delivery and Acceptance. In order to purchase Products from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the Products, the Product delivery location and the applicable Product charges for such order. Ricoh will not be obligated to sell or deliver Products for which such information is not provided in an Order accepted by Ricoh. Unless otherwise agreed upon by both parties in writing, delivery of Products to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer, shall constitute delivery to Customer. All handling, transportation and installation will be provided to Customer at no charge. Customer agrees to confirm delivery of all Products covered by this Agreement when the same is delivered by signing a delivery acknowledgement. Customer will have five (5) business days to provide Acceptance Certification. Orders shall not be cancelable by the Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments and if necessary and in accordance with Customer's budgetary guidelines.

12. Returns; Damaged Products. No Products may be returned without Ricoh's prior written consent. Merchandise returned without written authorization may not be accepted at the receiving dock and is the sole responsibility of Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to Ricoh within five (5) days after receipt of Products.

The following terms shall apply to all transactions:

13. Warranty. Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh is not the manufacturer of any of the Products. However, in connection with any Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH IN DIR CONTRACT DIR-TSO-3041, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. LIMITATION OF LIABILITY SHALL BE IN ACCORDANCE WITH APPENDIX A, SECTION 10.K OF DIR CONTRACT NO. DIR-TSO-3041. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the supplier of the Software ("Software Supplier"). Ricoh has no right, title or interest in any Software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

14. Payment; Risk of Loss; Taxes. Payment shall be in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-3041. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Agreement shall be the prompt and proper re-performance of such services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by Ricoh at Customer location or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer. As per Section 151.309, Texas Tax Code, Government Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

15. Assignment: Force Majeure. Assignment shall be in accordance with Appendix A, Section 4.D of DIR Contract No. DIR TSO-3041. Force Majeure shall be in accordance with Appendix A, Section 11.C of DIR Contract No. DIR-TSO-3041.

16. Governing Law: Entire Agreement. DIR Contract No. DIR-TSO-3041, this Agreement and any Order shall be governed by the laws of the State of Texas. Venue shall be in the State Courts of Travis County, Texas. Nothing herein shall be construed to waive the State's sovereign immunity. This Agreement and DIR Contract No. DIR-TSO-3041 constitutes the entire agreement between the parties and may not be amended except in writing signed by an officer or authorized representative of Ricoh and DIR. All Orders shall be governed by the terms and conditions of this Agreement and DIR Contract No. DIR-TSO-3041, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. In the event of conflict the DIR Contract No. DIR-TSO-3041 shall prevail. PURCHASE ORDERS ISSUED BY CUSTOMER FOR PRODUCTS AND/OR SERVICES FROM RICOH, EVEN IF THEY DO NOT EXPRESSLY REFERENCE OR INCORPORATE THIS AGREEMENT, SHALL BE SUBJECT TO THIS AGREEMENT AND SERVE ONLY TO IDENTIFY THE PRODUCTS AND/OR SERVICES ORDERED AND SHALL NOT BE DEEMED TO ALTER OR OTHERWISE MODIFY THE TERMS AND CONDITIONS OF DIR CONTRACT NO. DIR-TSO-3041 AND THIS AGREEMENT. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of DIR Contract No. DIR-TSO-3041 and this Agreement are held to be invalid or unenforceable, neither shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement and any Orders may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement shall be in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3041.

CUSTOMER	RICOH USA, INC.
By: <u>Carolyn L. Guidry</u>	By: <u>N. Luetke</u>
Name: <u>CAROLYN L. GUIDRY</u>	Name: <u>NLUetke OSM 12/23/15</u>
Title: <u>COUNTY CLERK</u>	Title: <u>NLUetke OSM 12/23/15</u>
Date: <u>12-21-2015</u>	Date: <u></u>

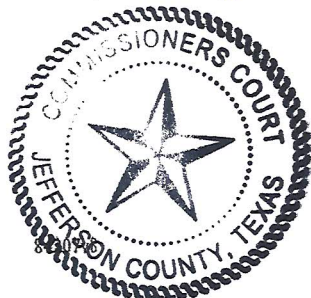
End of Appendix F

ATTEST:

Carolyn L. Guidry
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick
Jeff Branick, County Judge





JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC" or similar initials, followed by a long horizontal stroke.

Date: February 24, 2016

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

February 29, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
58th DISTRICT COURT <i>contact person: Charley Anderson</i>	DESK CHAIR		
CRIME LAB <i>contact person: Tiffany Aardahl</i>	WHIRLPOOL REFRIGERATOR/FREEZER		3517
CORRECTIONAL FACILITY	FARGO DTC525-LC PRINTER		
CORRECTIONAL FACILITY	DESK		
CORRECTIONAL FACILITY	2-DRAWER FILE CABINET		18161
CORRECTIONAL FACILITY	DESK		13358
CORRECTIONAL FACILITY	HP LASERJET P3005N	CNRP10039	
CORRECTIONAL FACILITY	SHREDDER		
CORRECTIONAL FACILITY	4-DRAWER FILE CABINET		18855
CORRECTIONAL FACILITY	DESK		1576
CORRECTIONAL FACILITY	HAWK FLOOR BUFFER		
CORRECTIONAL FACILITY	HP DESKJET 950C		25945
CORRECTIONAL FACILITY	CHAIR		32596
CORRECTIONAL FACILITY	TRNADO BUFFER		
CORRECTIONAL FACILITY	SANITAIRE BUFFER		
CORRECTIONAL FACILITY	CHAIR		32598
<i>contact person: Mistey Reeves</i>			
ROAD & BRIDGE #4 <i>contact person: Natalie Roberts</i>	HP DESKJET 5650 PRINTER		30013

Approved by Commissioners' Court:

**AGENDA ITEM****February 29, 2016**

Receive and file executed Letters of Intent for Ground Lease between Jefferson County, Texas, and GLOW Investment Group regarding development of the airport property.

February 8, 2016

Mr. Tri Nguyen
GLOW Investment Group
1416B Campbell Road, Suite 206
Houston, Texas 77055

Re: Letter of Intent to Ground Lease – The Landing in Nederland
Nederland, Texas (**Restaurant Pad**)

Dear Tri:

Based upon various discussions with the previous developer, this letter is provided to summarize some of the basic parameters as a basis upon which we will request that the County establish your requested ground lease, however, this also confirms that since the ground lease will be between the County and your company, our recommendations do not constitute a binding agreement and the final Letter of Intent ("LOI") and resulting ground lease will require County approval.

1.	Tenant:	GLOW Investment Group or one of its affiliates
2.	Landlord:	Jefferson County, State of Texas
3.	Option:	Upon full execution of the ground lease for the 4 acre events/convention center, Landlord will grant Tenant a 1-year option to ground lease the site (as defined below) which option agreement will further provide a four year right of first refusal (ROFR), in a form and content to be jointly approved by the parties, to lease the Site, with the ROFR to commence upon expiration of the option term. Landlord and Tenant acknowledge that the purpose of this option and ROFR is to allow the events/convention center and the general area to develop to a level the Tenant believes will support a high quality, restaurant establishment (the "Restaurant Pad"). Upon Tenant's exercise of such option then the following shall apply.
4.	Land Area:	A parcel of land (the "Site"), containing approximately 2 acres (87,120 sf) located in Jefferson County, City of Nederland, Texas, (the "Site") within a future development located at the southwestern corner of Airport Drive/US Highway 69 to be known as "The Landing in Nederland", (the "Development"). The Site shall have access, ingress and egress to and from a public right-of-way, to and through the Development via existing or future private roads. The Site and Development, including public and private roadways (both present and/or future) are illustrated on the attached Exhibit A. The exact routing and configuration of the entrance road and cul-de-sac to be agreed upon by both parties prior to execution of the final ground lease agreement.

5. Term:	30 Years, plus three 5-year Options and one 4-year Option.
6. Rent:	<p>Lease Years: 1-5 \$30,492.00 / Year (\$0.35 /sf)</p> <p>6-10 \$32,016.60 / Year</p> <p>11-15 \$33,617.43 / Year</p> <p>16-19 \$35,298.30 / Year</p> <p>Note: Lease rate to increase by 5% every five years, including option periods.</p>
7. Use:	Tenant may use the Site for a high quality restaurant. Landlord and/or its designee to have the right to approve the final building and site improvement design and building specifications.
8. Due Diligence:	<p>A. Tenant shall have 270 days (the "Due Diligence Period") to perform feasibility studies, economic or otherwise, to determine the feasibility of the site for its intended use as well as to arrange for 3rd party financing. Tenant shall be able to terminate the agreement for any reason during this Due Diligence Period. Upon execution of this letter, Landlord grants Tenant the right to perform feasibility studies, reports and tests, economic, environmental or otherwise, to determine the feasibility of the property for its intended use, including, without limitation, the right to conduct soil, engineering, environmental testing and assessments (including, without limitation, Phase I and Phase II environmental site assessments and reports) that may include invasive testing such as soil borings, samplings, and investigations. Tenant shall promptly repair any damage to the property caused by Tenant's entry and testing on the property and shall fully restore the property to the condition existing prior to said entry. While the Tenant's 3rd party financing must be acceptable to Tenant in their sole discretion, Tenant acknowledges that Landlord and/or its designee will be provided proof, in a form acceptable to Landlord, of Tenant's third party financing.</p> <p>B. Tenant shall have an additional 120 days to secure governmental approvals required for the operation of its business ("Governmental Approval Period"). So long as Tenant is diligently pursuing such approvals, it shall have the right to extend the Governmental Approval Period for an additional 30 days to secure all necessary approvals, with the option to extend for one (1) additional, consecutive thirty-day period so long as it continues to diligently pursue the approvals. If on or before the expiration of the Governmental Approval period, Tenant is unable to obtain its governmental approvals, either party may terminate the agreement.</p>
9. Signage:	Tenant agrees that it will comply with landlord's signage criteria regarding its building and site directional signs which will comply with local zoning regulations. Tenant shall be allowed shared signage.
10. Landlord's Work:	Within 150 days of (i) Tenant providing proof of financing and construction commitments in forms and content acceptable to Landlord and the NEDC and (ii) Tenant securing the necessary governmental approvals (herein jointly the "Site Delivery Date"), the NEDC, at total aggregate cost not to exceed \$2,000,000.00, shall deliver the completion of certain on and off site improvements for the Development

	<p>as necessary to deliver the Site as per the definition detailed hereinafter, which improvements shall be collectively referred to herein as the "Infrastructure Work". If the NEDC, on behalf of the Landlord, fails to deliver on or before Site Delivery Date, Tenant, at its sole discretion, may elect to either (i) complete the portion of the Infrastructure Work (which must be completed in compliance with County and City specifications associates with such improvements) necessary for its development and withhold the reasonable cost to complete such Infrastructure Work from the next rent due or (ii) terminate this agreement. If Tenant elects termination, NEDC shall reimburse the actual cost of Tenant's third party expenses incurred in completion of the Infrastructure Work, with such reimbursement obligation to NOT exceed \$250,000. For the purposes of clarity, Infrastructure Work shall be specifically limited to: (i) construction of an access drive that is depicted on Exhibit "A" attached hereto, coming from US 69 into the interior access drive that is mutually acceptable to Landlord and Tenant and (ii) a water feature that is of a certain quality and size, both of which must be reasonably acceptable to Tenant, the NEDC and the County, as Landlord.</p>
11. Rent Commencement:	<p>Rent will commence on the earlier of: (a) three hundred sixty (360) days after the date Tenant receives all financing approval, permits, variances, and governmental approvals necessary to construct Tenant's building and to commence operation of Tenant's business and all Landlord's Work has been completed by Landlord; or (b) the date the Tenant opens for business.</p>
12. Building:	<p>Tenant shall be allowed to construct a single story high quality restaurant establishment. Landlord and/or its designee shall have the right to approval the final building and site improvement design and building specifications.</p>
13. Easements:	<p>Tenant's parcel shall be granted easements for acceptable access, utilities, drainage and other easements to and through the Development that may be required for its use of the Site. Tenant shall have the right to review any development agreements and declarations, including OEA, REA, etc.</p>
14. Survey and Due Diligence Materials:	<p>Upon execution of this letter of intent, the Landlord, or its designee, agrees to provide the Tenant with a legal description of the Site and copies of any survey(s) in its possession. The Tenant will be responsible for obtaining a current ALTA survey for the Site, which will include topographical information. The Landlord agrees to reimburse the Tenant for the cost of the survey at the closing of the transaction. At the same time, Landlord and its designee agree to provide Tenant with copies of any soil studies, environmental reports, or other reports, signage information and due diligence materials related to the Site which are in its possession.</p>

15. Title:	Upon execution of this letter of intent, the Landlord agrees to provide the Tenant with copies of any "back title" for the Development and the Site in its possession or which may be obtained without undue expense to the Landlord. Tenant may obtain a current ALTA title insurance commitment for the Site from its title company, together with copies of the recorded documents referenced in Schedule BII, and a final title policy. Tenant will be responsible for the cost of the title policy at the closing of the transaction.
16. Lease Form:	The parties agree to use the Landlord's ground lease document.
17. Off-Site Costs:	Shall be at the NEDC's sole expense, NOT to exceed the aggregate sum of \$2,000,000.00. Such off-site items include, but are not limited to; drainage, water, sewer, detention, utilities, common area, landscaping, roads and driveways, etc.
18. Broker:	Both parties acknowledge that neither has a real estate brokerage company or agent representing them in this transaction.
19. Right of First Refusal:	There is no "Right of 1st Refusal to purchase the Site" in this ground lease agreement.
20. Environmental Condition:	Tenant, within twenty (20) days of execution of this LOI, shall be provided with access to all environmental reports available to Landlord and/or its designee related to the Property. If it is discovered that the premises contains hazardous materials in violation of environmental laws, the presence of which predates the delivery date of the premises by Landlord to Tenant, Landlord, at its sole option, may either (i) at its own expense, take all action deemed necessary under applicable environmental laws to remove such hazardous materials from the premises or (ii) terminate this lease at which time all liabilities, if any, by and between the parties shall be terminated in all respects. The foregoing provisions additionally apply to circumstances whereby Tenant discovers the existence of any hazardous material on the premises during the course of Tenant's construction of its improvements. , Landlord additionally agrees that if Landlord or its designees have not promptly removed such hazardous materials discovered after Tenant has commenced construction, Tenant, at its option, shall have the right to an abatement of rent, with such abated rent to be utilized by Tenant to independently remedy such environmental condition. Tenant shall not be liable for the use, presence, disposal, storage, generation, release or threatened release of hazardous materials upon, about, beneath, migrating to or from (i) the premises by a prior occupant or owner of the premises or the remainder of the development, or (ii) on or from contiguous land by Landlord or a prior occupant or owner of such contiguous land.
21. Retention:	The NEDC, as part of the Infrastructure Work defined hereinabove, will cause to be constructed, for the benefit of Tenant and Landlord, a retention system to service the drainage needs of the Property such that Tenant shall not be required to construct a water retention facility. After

	construction, maintenance of the retention system shall be at Landlord's expense.
22. CAM:	Tenant understands and agrees that it will be required to pay not less than \$.01 per square foot each year to reimburse the Landlord for its common area maintenance costs associated with the retention system and other Infrastructure Work.

This letter is solely intended as a summary of the basic economic terms and conditions of the lease agreement, and it is understood and agreed that the NEDC is not authorized to bind the County, as Landlord to any agreement related to the Property and as such, neither party is bound to the other or the County related to the Property until a lease agreement acceptable to the Tenant and Landlord has been executed. The parties agree that neither party will incur expenses in reliance on the terms contained in this letter and both parties acknowledge and agree that any such expenses will not be reimbursed by the other party.

We respectfully request your response within ten (10) days from the date of this letter.

Yours truly,

Kay DeCuir, Nederland Economic Development Corporation

Jeff Branick, Jefferson County Judge, State of Texas

CC: Jim Wimberley, Attorney at Law for Nederland Economic Development Corporation
 Fred Jackson, Attorney at Law for Judge Jeff Branick
 Kathleen Kennedy, Attorney at Law for Jefferson County, State of Texas

Agreed and accepted:

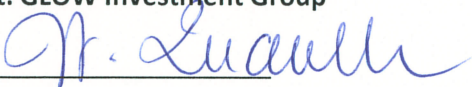
Landlord: Jefferson County, State of Texas

By: 

Its: 

Date: 2-8-2016

Tenant: GLOW Investment Group

By: 

Its: _____

Date: 2/18/2016

February 8, 2016

Mr. Tri Nguyen
GLOW Investment Group
1416B Campbell Road, Suite 206
Houston, Texas 77055

Re: Letter of Intent to Ground Lease – The Landing in Nederland
Nederland, Texas (**Retail Pad**)

Dear Tri:

Based upon various discussions with the previous developer, this letter is provided to summarize some of the basic parameters as a basis upon which we will request that the County establish your requested ground lease, however, this also confirms that since the ground lease will be between the County and your company, our recommendations do not constitute a binding agreement and the final Letter of Intent ("LOI") and resulting ground lease will require County approval.

1. Tenant:	GLOW Investment Group or one of its affiliates
2. Landlord:	Jefferson County, State of Texas
3. Option:	Upon full execution of the ground lease for the 4 acre events/convention center, Landlord will grant Tenant a 1-year option to ground lease the site (as defined below) which option agreement will further provide a four year right of first refusal (ROFR), in a form and content to be jointly approved by the parties, to lease the Site, with the ROFR to commence upon expiration of the option term. Landlord and Tenant acknowledge that the purpose of this option and ROFR is to allow the event's center/ convention center and the general area to develop to a level the Tenant believes will support a high quality retail
4. Land Area:	A parcel of land (the "Site"), containing approximately 2 acres (87,120 sf) located in Jefferson County, City of Nederland, Texas, (the "Site") within a future development located at the southwestern corner of Airport Drive/US Highway 69 to be known as "The Landing in Nederland", (the "Development"). The Site shall have access, ingress and egress to and from a public right-of-way, to and through the Development via existing or future private roads. The Site and Development, including public and private roadways (both present and/or future) are illustrated on the attached Exhibit A. The exact routing and configuration of the entrance road and cul-de-sac to be agreed upon by both parties prior to execution of the final ground lease agreement.

5.	Term:	30 Years, plus three 5-year Options and one 4-year Option.
6.	Rent:	<p>Lease Years: 1-5 \$30,492.00 / Year (\$0.35 /sf)</p> <p>6-10 \$32,016.60 / Year</p> <p>11-15 \$33,617.43 / Year</p> <p>16-19 \$35,298.30 / Year</p> <p>Note: Lease rate to increase by 5% every five years, including option periods.</p>
7.	Use:	Tenant may use the site for high quality retail development. Landlord and/or its designee to have the right to approve the final building and site improvement design and building specifications.
8.	Due Diligence:	<p>A. Tenant shall have 270 days (the "Due Diligence Period") to perform feasibility studies, economic or otherwise, to determine the feasibility of the site for its intended use as well as to arrange for 3rd party financing. Tenant shall be able to terminate the agreement for any reason during this Due Diligence Period. Upon execution of this letter, Landlord grants Tenant the right to perform feasibility studies, reports and tests, economic, environmental or otherwise, to determine the feasibility of the property for its intended use, including, without limitation, the right to conduct soil, engineering, environmental testing and assessments (including, without limitation, Phase I and Phase II environmental site assessments and reports) that may include invasive testing such as soil borings, samplings, and investigations. Tenant shall promptly repair any damage to the property caused by Tenant's entry and testing on the property and shall fully restore the property to the condition existing prior to said entry. While the Tenant's 3rd party financing must be acceptable to Tenant in their sole discretion, Tenant acknowledges that Landlord and/or its designee will be provided proof, in a form acceptable to Landlord, of Tenant's third party financing.</p> <p>B. Tenant shall have an additional 120 days to secure governmental approvals required for the operation of its business ("Governmental Approval Period"). So long as Tenant is diligently pursuing such approvals, it shall have the right to extend the Governmental Approval Period for an additional 30 days to secure all necessary approvals, with the option to extend for one (1) additional, consecutive thirty-day period so long as it continues to diligently pursue the approvals. If on or before the expiration of the Governmental Approval period, Tenant is unable to obtain its governmental approvals, either party may terminate the agreement.</p>
9.	Signage:	Tenant agrees that it will comply with landlord's signage criteria regarding its building and site directional signs which will comply with local zoning regulations. Tenant shall be allowed shared signage on the monument signs along US Highway 69. Tenant may install its own stand-alone sign on the Site.
10.	Landlord's Work:	Within 150 days of (i) Tenant providing proof of financing and

	<p>construction commitments in forms and content acceptable to Landlord and the NEDC and (ii) Tenant securing the necessary governmental approvals (herein jointly the "Site Delivery Date"), the NEDC, at total aggregate cost not to exceed \$2,000,000.00, shall deliver the completion of certain on and off site improvements for the Development as necessary to deliver the Site as per the definition detailed hereinafter, which improvements shall be collectively referred to herein as the "Infrastructure Work". If the NEDC, on behalf of the Landlord, fails to deliver on or before Site Delivery Date, Tenant, at its sole discretion, may elect to either (i) complete the portion of the Infrastructure Work (which must be completed in compliance with County and City specifications associated with such improvements) necessary for its development and withhold the reasonable cost to complete such Infrastructure Work from the next rent due or (ii) terminate this agreement. If Tenant elects termination, NEDC shall reimburse the actual cost of Tenant's third party expenses incurred in completion of the Infrastructure Work, with such reimbursement obligation to NOT exceed \$250,000. For the purposes of clarity, Infrastructure Work shall be specifically limited to: (i) construction of an access drive that is depicted on Exhibit "A" attached hereto, coming from US 69 into the interior access drive that is mutually acceptable to Landlord and Tenant and (ii) a water feature that is of a certain quality and size, both of which must be reasonably acceptable to Tenant, the NEDC and the County, as Landlord.</p>
11. Rent Commencement:	<p>Rent will commence on the earlier of: (a) three hundred sixty (360) days after the date Tenant receives all financing approval, permits, variances, and governmental approvals necessary to construct Tenant's building and all Landlord's Work has been completed by Landlord; or (b) the date in which the first tenant within the Retail Pad Site commences payment for base rent.</p>
12. Building:	<p>Tenant shall be allowed to construct a single story retail development consisting of not more than 35,000 sq. feet of leasable space. Landlord and/or its designee shall have the right to approval of the final building and site improvement design and building specifications.</p>
13. Easements:	<p>Tenant's parcel shall be granted easements for acceptable access, utilities, drainage and other easements to and through the Development that may be required for its use of the Site. Tenant shall have the right to review any development agreements and declarations, including OEA, REA, etc.</p>
14. Survey and Due Diligence Materials:	<p>Upon execution of this letter of intent, the Landlord, or its designee, agrees to provide the Tenant with a legal description of the Site and copies of any survey(s) in its possession. The Tenant will be responsible for obtaining a current ALTA survey for the Site, which will include topographical information. The Landlord agrees to reimburse the Tenant for the cost of the survey at the closing of the transaction. At the same time, Landlord and its designee agree to provide Tenant with copies of</p>

	any soil studies, environmental reports, or other reports, signage information and due diligence materials related to the Site which are in its possession.
15. Title:	Upon execution of this letter of intent, the Landlord agrees to provide the Tenant with copies of any "back title" for the Development and the Site in its possession or which may be obtained without undue expense to the Landlord. Tenant may obtain a current ALTA title insurance commitment for the Site from its title company, together with copies of the recorded documents referenced in Schedule BII, and a final title policy. Tenant will be responsible for the cost of the title policy at the closing of the transaction.
16. Lease Form:	The parties agree to use the Landlord's ground lease document.
17. Off-Site Costs:	Shall be at the NEDC's sole expense, NOT to exceed the aggregate sum of \$2,000,000.00. Such off-site items include, but are not limited to; drainage, water, sewer, detention, utilities, common area, landscaping, roads and driveways, etc.
18. Broker:	Both parties acknowledge that neither has a real estate brokerage company or agent representing them in this transaction.
19. Right of First Refusal:	There is no "Right of 1st Refusal to purchase the Site" in this ground lease agreement.
20. Right of First Refusal:	Tenant, within twenty (20) days of execution of this LOI, shall be provided with access to all environmental reports available to Landlord and/or its designee related to the Property. If it is discovered that the premises contains hazardous materials in violation of environmental laws, the presence of which predates the delivery date of the premises by Landlord to Tenant, Landlord, at its sole option, may either (i) at its own expense, take all action deemed necessary under applicable environmental laws to remove such hazardous materials from the premises or (ii) terminate this lease at which time all liabilities, if any, by and between the parties shall be terminated in all respects. The foregoing provisions additionally apply to circumstances whereby Tenant discovers the existence of any hazardous material on the premises during the course of Tenant's construction of its improvements. , Landlord additionally agrees that if Landlord or its designees have not promptly removed such hazardous materials discovered after Tenant has commenced construction, Tenant, at its option, shall have the right to an abatement of rent, with such abated rent to be utilized by Tenant to independently remedy such environmental condition. Tenant shall not be liable for the use, presence, disposal, storage, generation, release or threatened release of hazardous materials upon, about, beneath, migrating to or from (i) the premises by a prior occupant or owner of the premises or the remainder of the development, or (ii) on or from contiguous land by Landlord or a prior occupant or owner of such contiguous land.
21. Retention:	The NEDC, as part of the Infrastructure Work defined hereinabove, will cause to be constructed, for the benefit of Tenant and Landlord, a

	retention system to service the drainage needs of the Property such that Tenant shall not be required to construct a water retention facility. After construction, maintenance of the retention system shall be at Landlord's expense.
22. CAM:	Tenant understands and agrees that it will be required to pay not less than \$.01 per square foot each year to reimburse the Landlord for its common area maintenance costs associated with the retention system and other Infrastructure Work.
23.	Tenant anticipates construction of the Fountain Pad, fountain, plaza, and the Event Center (described in separate LOI to occur simultaneously)

This letter is solely intended as a summary of the basic economic terms and conditions of the lease agreement, and it is understood and agreed that the NEDC is not authorized to bind the County, as Landlord to any agreement related to the Property and as such, neither party is bound to the other or the County related to the Property until a lease agreement acceptable to the Tenant and Landlord has been executed. The parties agree that neither party will incur expenses in reliance on the terms contained in this letter and both parties acknowledge and agree that any such expenses will not be reimbursed by the other party.

We respectfully request your response within ten (10) days from the date of this letter.

Yours truly,

Kay DeCuir, Nederland Economic Development Corporation

Jeff Branick, Jefferson County Judge, State of Texas

CC: Jim Wimberley, Attorney at Law for Nederland Economic Development Corporation

Fred Jackson, Attorney at Law for Judge Jeff Branick

Kathleen Kennedy, Attorney at Law for Jefferson County, State of Texas

Agreed and accepted:

Landlord: Jefferson County, State of Texas

By: 

Its: COUNTY JUDGE

Date: 2-8-2014

Tenant: GLOW Investment Group

By: Mr. Luciani

Its: _____

Date: 2/18/2016

February 8, 2016

Mr. Tri Nguyen
GLOW Investment Group
1416B Campbell Road, Suite 206
Houston, Texas 77055

Re: Letter of Intent to Ground Lease – The Landing in Nederland
Nederland, Texas (**OFFICE**)

Dear Tri:

Based upon various discussions with the previous developer, this letter is provided to summarize some of the basic parameters as a basis upon which we will request that the County establish your requested ground lease, however, this also confirms that since the ground lease will be between the County and your company, our recommendations do not constitute a binding agreement and the final Letter of Intent (“LOI”) and resulting ground lease will require County approval.

1.	Tenant:	GLOW Investment Group or one of its affiliates
2.	Landlord:	Jefferson County, State of Texas
3.	Option:	Upon full execution of the ground lease for the 5 acre events/convention center, Landlord will grant Tenant a 1-year option to ground lease the site (as defined below) which option agreement will further provide a four year right of first refusal (ROFR), in a form and content to be jointly approved by the parties, to lease the Site, with the ROFR to commence upon expiration of the option term. Landlord and Tenant acknowledge that the purpose of this option and ROFR is to allow the events/convention center and the general area to develop to a level the Tenant believes will support a high quality office building. Upon Tenant’s exercise of such option then the following shall apply.
4.	Land Area:	A parcel of land (the “Site”), containing minimum of 4.5 acres (196,020 sf) located in Jefferson County, City of Nederland, Texas, (the “Site”) within a future development located at the southwestern corner of Airport Drive/US Highway 69 to be known as “The Landing in Nederland”, (the “Development”). The Site shall have access, ingress and egress to and from a public right-of-way, to and through the Development via existing or future private roads. The Site and Development, including public and private roadways (both present and/or future) are illustrated on the attached Exhibit A. The exact location and configuration of the entrance road and the site to be

5.	Term:	30 Years, plus three 5-year Options and one 4-year Option.
6.	Rent:	<p>Lease Years: 1-5 \$58,806.00 / Year (\$0.30 /sf)</p> <p>6-10 \$61,746.30 / Year</p> <p>11-15 \$64,833.61 / Year</p> <p>16-19 \$68,075.29 / Year</p> <p>Note: Lease rate to increase by 5% every five years, including option periods.</p>
7.	Use:	Tenant may use the Site for a high quality office building. Landlord and/or its designee to have the right to approve the final building and site improvement design and building specifications.
8.	Due Diligence:	<p>A. Tenant shall have 180 days (the "Due Diligence Period") to perform feasibility studies, economic or otherwise, to determine the feasibility of the site for its intended use as well as to arrange for 3rd party financing. Tenant shall be able to terminate the agreement for any reason during this Due Diligence Period. Upon execution of this letter, Landlord grants Tenant the right to perform feasibility studies, reports and tests, economic, environmental or otherwise, to determine the feasibility of the property for its intended use, including, without limitation, the right to conduct soil, engineering, environmental testing and assessments (including, without limitation, Phase I and Phase II environmental site assessments and reports) that may include invasive testing such as soil borings, samplings, and investigations. Tenant shall promptly repair any damage to the property caused by Tenant's entry and testing on the property and shall fully restore the property to the condition existing prior to said entry. While the Tenant's 3rd party financing must be acceptable to Tenant in their sole discretion, Tenant acknowledges that Landlord and/or its designee will be provided proof, in a form acceptable to Landlord, of Tenant's third party financing.</p> <p>B. Tenant shall have an additional 120 days to secure governmental approvals required for the operation of its business ("Governmental Approval Period"). So long as Tenant is diligently pursuing such approvals, it shall have the right to extend the Governmental Approval Period for an additional 30 days to secure all necessary approvals, with the option to extend for one (1) additional, consecutive thirty-day period so long as it continues to diligently pursue the approvals. If on or before the expiration of the Governmental Approval period, Tenant is unable to obtain its governmental approvals, either party may terminate the agreement.</p>
9.	Exclusivity:	The Landlord shall create and record private land use controls upon the Development providing that the Tenant will have the exclusive right to operate a high quality office building which may include food service.
10.	Signage:	Tenant agrees that it will comply with landlord's signage criteria regarding its building and site directional signs which will comply with local zoning regulations. Tenant shall be allowed shared signage on the monument signs along US Highway 69. Tenant may install its own stand-

	alone sign on the Site.
11. Landlord's Work:	<p>Within 150 days of (i) Tenant providing proof of financing and construction commitments in forms and content acceptable to Landlord and the NEDC and (ii) Tenant securing the necessary governmental approvals (herein jointly the "Site Delivery Date"), the NEDC, at total aggregate cost not to exceed \$2,000,000.00, shall deliver the completion of certain on and off site improvements for the Development as necessary to deliver the Site as per the definition detailed hereinafter, which improvements shall be collectively referred to herein as the "Infrastructure Work". If the NEDC, on behalf of the Landlord, fails to deliver on or before Site Delivery Date, Tenant, at its sole discretion, may elect to either (i) complete the portion of the Infrastructure Work (which must be completed in compliance with County and City specifications applicable to such improvements) necessary for its development and withhold the reasonable cost to complete such Infrastructure Work from the next rent due or (ii) terminate this agreement. If Tenant elects termination, NEDC shall reimburse the actual cost of Tenant's third party expenses incurred in completion of the Infrastructure Work, with such reimbursement obligation to NOT exceed \$250,000. For the purposes of clarity, Infrastructure Work shall be specifically limited to: (i) construction of an access drive that is depicted on Exhibit "A" attached hereto, coming from US 69 into the interior access drive that is mutually acceptable to Landlord and Tenant and (ii) a water feature that is of a certain quality and size, both of which must be reasonably acceptable to Tenant, the NEDC and the County, as Landlord.</p>
12. Rent Commencement:	<p>Rent will commence on the earlier of: (a) forty-eight months after the date Tenant receives all financing approval, permits, variances, and governmental approvals necessary to construct Tenant's building and to commence operation of Tenant's business and all Landlord's Work has been completed by Landlord; or (b) the date the Tenant has 50% of the office space leased.</p>
13. Building:	<p>Tenant shall be allowed to construct a multi-story high quality office building not to exceed 4 stories. Landlord and/or its designee shall have the right to approval the final building and site improvement design and building specifications.</p>
14. Easements:	<p>Tenant's parcel shall be granted easements for acceptable access, utilities, drainage and other easements to and through the Development that may be required for its use of the Site. Tenant shall have the right to review any development agreements and declarations, including OEA, REA, etc.</p>
15. Survey and Due Diligence Materials:	<p>Upon execution of this letter of intent, the Landlord, or its designee, agrees to provide the Tenant with a legal description of the Site and copies of any survey(s) in its possession. The Tenant will be responsible for obtaining a current ALTA survey for the Site, which will include topographical information. The Landlord agrees to reimburse the</p>

	Tenant for the cost of the survey at the closing of the transaction. At the same time, Landlord and its designee agree to provide Tenant with copies of any soil studies, environmental reports, or other reports, signage information and due diligence materials related to the Site which are in its possession.
16. Title:	Upon execution of this letter of intent, the Landlord agrees to provide the Tenant with copies of any "back title" for the Development and the Site in its possession or which may be obtained without undue expense to the Landlord. Tenant may obtain a current ALTA title insurance commitment for the Site from its title company, together with copies of the recorded documents referenced in Schedule BII, and a final title policy. Tenant shall be responsible for the cost of the title policy at the closing of the transaction.
17. Lease Form:	The parties agree to use the Landlord's ground lease document.
18. Off-Site Costs:	Shall be at the NEDC's sole expense, NOT to exceed the aggregate sum of \$2,000,000.00. Such off-site items include, but are not limited to; drainage, water, sewer, detention, utilities, common area, landscaping, roads and driveways, etc.
19. Broker:	Both parties acknowledge that neither has a real estate brokerage company or agent representing them in this transaction.
20. Right of First Refusal:	There is no "Right of 1st Refusal to purchase the Site" in this ground lease agreement. Landlord shall grant Tenant a Right of 1st Refusal to match any bona fide ground lease offer it receives during the option period from another office building developer on another site within the Development.
21. Environmental Condition:	Tenant, within twenty (20) days of execution of this LOI, shall be provided with access to all environmental reports available to Landlord and/or its designee related to the Property. If it is discovered that the premises contains hazardous materials in violation of environmental laws, the presence of which predates the delivery date of the premises by Landlord to Tenant, Landlord, at its sole option, may either (i) at its own expense, take all action deemed necessary under applicable environmental laws to remove such hazardous materials from the premises or (ii) terminate this lease at which time all liabilities, if any, by and between the parties shall be terminated in all respects. The foregoing provisions additionally apply to circumstances whereby Tenant discovers the existence of any hazardous material on the premises during the course of Tenant's construction of its improvements. Landlord additionally agrees that if Landlord or its designees have not promptly removed such hazardous materials discovered after Tenant has commenced construction, Tenant, at its option, shall have the right to an abatement of rent, with such abated rent to be utilized by Tenant to independently remedy such environmental condition. Tenant shall not be liable for the use, presence, disposal, storage, generation, release or threatened release of hazardous materials upon, about, beneath, migrating to or from (i) the

	premises by a prior occupant or owner of the premises or the remainder of the development, or (ii) on or from contiguous land by Landlord or a prior occupant or owner of such contiguous land.
22. Retention:	The NEDC, as part of the Infrastructure Work defined hereinabove, will cause to be constructed, for the benefit of Tenant and Landlord, a retention system to service the drainage needs of the Property such that Tenant shall not be required to construct a water retention facility. After construction, maintenance of the retention system shall be at Landlord's expense.
23. CAM	Tenant understands and agrees that it will be required to pay not less than \$.01 per square foot each year to reimburse the Landlord for its common area maintenance costs associated with the retention system and other Infrastructure Work.

This letter is solely intended as a summary of the basic economic terms and conditions of the lease agreement, and it is understood and agreed that the NEDC is not authorized to bind the County, as Landlord to any agreement related to the Property and as such, neither party is bound to the other or the County related to the Property until a lease agreement acceptable to the Tenant and Landlord has been executed. The parties agree that neither party will incur expenses in reliance on the terms contained in this letter and both parties acknowledge and agree that any such expenses will not be reimbursed by the other party.

We respectfully request your response within ten (10) days from the date of this letter.

Yours truly,

Kay DeCuir, Nederland Economic Development Corporation

Jeff Branick, Jefferson County Judge, State of Texas

CC: Jim Wimberley, Attorney at Law for Nederland Economic Development Corporation

Fred Jackson, Attorney at Law for Judge Jeff Branick

Kathleen Kennedy, Attorney at Law for Jefferson County, State of Texas

Agreed and accepted:

Landlord: Jefferson County, State of Texas

By: 

Its: COUNTY JUDGE

Date: 2-8-2016

Tenant: GLOW Investment Group

By: M. Luauhi

Its: _____

Date: 21/18/2016

February 8, 2016

Mr. Tri Nguyen
GLOW Investment Group
1416B Campbell Road, Suite 206
Houston, Texas 77055

Re: Letter of Intent to Ground Lease – The Landing in Nederland
Nederland, Texas (**Event Center**)

Dear Tri:

Based upon various discussions with the previous developer, this letter is provided to summarize some of the basic parameters as a basis upon which we will request that the County establish your requested ground lease, however, this also confirms that since the ground lease will be between the County and your company, our recommendations do not constitute a binding agreement and the final Letter of Intent ("LOI") and resulting ground lease will require County approval.

1.	Tenant:	GLOW Investment Group or one of its affiliates
2.	Landlord:	Jefferson County, State of Texas
3.	Land Area:	A parcel of land (the "Site"), containing approximately 5 acres (217,800 sf) located in Jefferson County, City of Nederland, Texas, (the "Site") within a future development located at the southwestern corner of Airport Drive/US Highway 69 to be known as "The Landing in Nederland", (the "Development"). The Site shall have access, ingress and egress to and from a public right-of-way, to and through the Development via existing or future private roads. The Site and Development, including public and private roadways (both present and/or future) are illustrated on the attached Exhibit A. The exact routing and configuration of the entrance road and cul-de-sac to be agreed upon by both parties prior to execution of the final ground lease agreement.
4.	Term:	30 Years, plus three 5-year Options and one 4-year Option.
5.	Rent:	<p>Lease Years: 1-5 \$76,230.00 / Year (\$0.35 /sf)</p> <p> 6-10 \$80,041.50 / Year</p> <p> 11-15 \$84,043.57 / Year</p> <p> 16-19 \$88,245.75 / Year</p> <p>Note: Lease rate to increase by 5% every five years, including option periods.</p>

6.	Use:	Tenant shall use the Site for an events / convention center and a single pad site to sell beverages (i.e., coffee, tea, desert, etc.). The Landlord and/or its designee have the right to approve the final building and site improvement design and building specifications, including exterior components.
7.	Due Diligence:	<p>A. Tenant shall have 180 days (the "Due Diligence Period") to perform feasibility studies, economic or otherwise, to determine the feasibility of the site for its intended use as well as to arrange for 3rd party financing. Tenant shall be able to terminate the agreement for any reason during this Due Diligence Period. Upon execution of this letter, Landlord grants Tenant the right to perform feasibility studies, reports and tests, economic, environmental or otherwise, to determine the feasibility of the property for its intended use, including, without limitation, the right to conduct soil, engineering, environmental testing and assessments (including, without limitation, Phase I and Phase II environmental site assessments and reports) that may include invasive testing such as soil borings, samplings, and investigations. Tenant shall promptly repair any damage to the property caused by Tenant's entry and testing on the property and shall fully restore the property to the condition existing prior to said entry. While the Tenant's 3rd party financing must be acceptable to Tenant in their sole discretion, Tenant acknowledges that Landlord and/or its designee will be provided proof, in a form acceptable to Landlord, of Tenant's third party financing.</p> <p>B. Tenant shall have an additional 120 days to secure governmental approvals required for the operation of its business ("Governmental Approval Period"). So long as Tenant is diligently pursuing such approvals, it shall have the right to extend the Governmental Approval Period for an additional 30 days to secure all necessary approvals, with the option to extend for one (1) additional, consecutive thirty-day period so long as it continues to diligently pursue the approvals. If on or before the expiration of the Governmental Approval period, Tenant is unable to obtain its governmental approvals, either party may terminate the agreement.</p>
8.	Exclusivity:	The Landlord shall create and record private land use controls upon the Development providing that the Tenant will have the exclusive right to operate as a full service events / convention center, including food
9.	Signage:	Tenant agrees that it will comply with landlord's signage criteria regarding its building and site directional signs which will comply with local zoning regulations. Tenant shall be allowed shared signage on the monument signs along US Highway 69. Tenant may install its own stand-alone sign on the Site.
10.	Landlord's Work:	Within 150 days of (i) Tenant providing proof of financing and construction commitments in forms and content acceptable to Landlord and the NEDC and (ii) Tenant securing the necessary governmental approvals (herein jointly the "Site Delivery Date"), the NEDC, at total aggregate cost not to exceed \$2,000,000.00, shall deliver the

	<p>completion of certain on and off site improvements for the Development as necessary to deliver the Site as per the definition detailed hereinafter, which improvements shall be collectively referred to herein as the "Infrastructure Work". If the NEDC, on behalf of the Landlord, fails to deliver on or before Site Delivery Date, Tenant, at its sole discretion, may elect to either (i) complete the portion of the Infrastructure Work necessary for its development and withhold the reasonable cost to complete such Infrastructure Work from the next rent due or (ii) terminate this agreement. If Tenant elects termination, NEDC shall reimburse the actual cost of Tenant's third party expenses incurred in completion of the Infrastructure Work (which must be completed in compliance with County and the City specifications associated with such improvements), with such reimbursement obligation to NOT exceed \$250,000. For the purposes of clarity, Infrastructure Work shall be specifically limited to: (i) construction of an access drive that is depicted on Exhibit "A" attached hereto, coming from US 69 into the interior access drive that is mutually acceptable to Landlord and Tenant and (ii) a water feature that is of a certain quality and size, both of which must be reasonably acceptable to Tenant, the NEDC and the County, as Landlord.</p>
11. Rent Commencement:	<p>Rent will commence on the second anniversary of the date Tenant receives all financing approval, permits, variances, and governmental approvals necessary to construct Tenant's building and to commence operation of Tenant's business and all Landlord's Work has been completed by Landlord.</p>
12. Building:	<p>Tenant shall be allowed to construct a single story events /convention center, including breakout patio area and walk-way area. Said building and related improvements to be a minimum of 25,000 SF including a full banquet kitchen. Landlord and/or its designee shall have the right to approve the final building and site improvement design and building</p>
13. Easements:	<p>Tenant's parcel shall be granted easements for acceptable access, utilities, drainage and other easements to and through the Development that may be required for its use of the Site. Tenant shall have the right to review any development agreements and declarations, including OEA, REA, etc.</p>
14. Survey and Due Diligence Materials:	<p>Upon execution of this letter of intent, the Landlord, or its designee, agrees to provide the Tenant with a legal description of the Site and copies of any survey(s) in its possession. The Tenant will be responsible for obtaining a current ALTA survey for the Site, which will include topographical information. The Landlord agrees to reimburse the Tenant for the cost of the survey at the closing of the transaction. At the same time, Landlord and its designee agree to provide Tenant with copies of any soil studies, environmental reports, or other reports, signage information and due diligence materials related to the Site which are in its possession.</p>

15.	Title:	Upon execution of this letter of intent, the Landlord agrees to provide the Tenant with copies of any "back title" for the Development and the Site in its possession or which may be obtained without undue expense to the Landlord. Tenant may obtain a current ALTA title insurance commitment for the Site from its title company, together with copies of the recorded documents referenced in Schedule BII, and a final title policy. Tenant shall be responsible for the cost of the title policy at the closing of the transaction.
16.	Lease Form:	The parties agree to use the Landlord's ground lease document.
17.	Off-Site Costs:	Shall be at the NEDC's sole expense, NOT to exceed the aggregate sum of \$2,000,000.00. Such off-site items include, but are not limited to; drainage, water, sewer, detention, utilities, common area, landscaping, roads and driveways, etc.
18.	Broker:	Both parties acknowledge that neither has a real estate brokerage company or agent representing them in this transaction.
19.	Right of First Refusal:	There is no "Right of 1st Refusal to purchase the Site" in this ground lease agreement. Landlord shall grant Tenant a Right of 1st Refusal to match any bona fide ground lease offer it receives during the option period from an office building developer for another site within the Development.
20.	Environmental Condition:	Tenant, within twenty (20) days of execution of this LOI, shall be provided with access to all environmental reports available to Landlord and/or its designee related to the Property. If it is discovered that the premises contains hazardous materials in violation of environmental laws, the presence of which predates the delivery date of the premises by Landlord to Tenant, Landlord, at its sole option, may either (i) at its own expense, take all action deemed necessary under applicable environmental laws to remove such hazardous materials from the premises or (ii) terminate this lease at which time all liabilities, if any, by and between the parties shall be terminated in all respects. The foregoing provisions additionally apply to circumstances whereby Tenant discovers the existence of any hazardous material on the premises during the course of Tenant's construction of its improvements. Landlord additionally agrees that if Landlord or its designees have not promptly removed such hazardous materials discovered after Tenant has commenced construction, Tenant, at its option, shall have the right to an abatement of rent, with such abated rent to be utilized by Tenant to independently remedy such environmental condition. Tenant shall not be liable for the use, presence, disposal, storage, generation, release or threatened release of hazardous materials upon, about, beneath, migrating to or from (i) the premises by a prior occupant or owner of the premises or the remainder of the development, or (ii) on or from contiguous land by Landlord or a prior occupant or owner of such contiguous land.

21. Retention:	The NEDC, as part of the Infrastructure Work defined hereinabove, will cause to be constructed, for the benefit of Tenant and Landlord, a retention system to service the drainage needs of the Property such that Tenant shall not be required to construct a water retention facility. After construction, maintenance of the retention system shall be at Landlord's expense.
22. CAM:	Tenant understands and agrees that it will be required to pay not less than \$.01 per square foot each year to reimburse the Landlord for its common area maintenance costs associated with the retention system and other Infrastructure Work.
23. Fountain and Plaza Area:	Tenant anticipates constructing a large fountain, water feature and plaza adjacent to the Event Center and intends to seek funding from the County and other municipalities for such construction. The design, size, location and budget for such fountain and plaza shall be mutually determined by the Tenant and Landlord. Tenant shall submit an application for such funding during the Due Diligence Period. If Tenant is unable to obtain funding sufficient to construct such fountain and plaza, then it shall be permitted to terminate the lease without further obligation, except that Landlord shall reimburse the actual cost of Tenant's third party expense, not to exceed \$250,000. Landlord and Tenant agree that the maintenance and repair of the foundation and plaza shall be at Landlord's expense.
24. Construction Programming:	Tenant anticipates construction of the Event Center, Fountain, Plaza and the Fountain Pad (all described in separate LOIs) to occur simultaneously, but with the construction of the fountain, plaza and fountain pad occurring prior to the Event Center.

This letter is solely intended as a summary of the basic economic terms and conditions of the lease agreement, and it is understood and agreed that the NEDC is not authorized to bind the County, as Landlord to any agreement related to the Property and as such, neither party is bound to the other or the County related to the Property until a lease agreement acceptable to the Tenant and Landlord has been executed. The parties agree that neither party will incur expenses in reliance on the terms contained in this letter and both parties acknowledge and agree that any such expenses will not be reimbursed by the other party.

We respectfully request your response within ten (10) days from the date of this letter.

Yours truly,

Kay DeCuir, Nederland Economic Development Corporation

Jeff Branick, Jefferson County Judge, State of Texas

CC: Jim Wimberley, Attorney at Law for Nederland Economic Development Corporation
Fred Jackson, Attorney at Law for Judge Jeff Branick
Kathleen Kennedy, Attorney at Law for Jefferson County, State of Texas

Agreed and accepted:

Landlord: Jefferson County, State of Texas

By: 

Its: COUNTY JUDGE

Date: 2/8/16

Tenant: GLOW Investment Group

By: 

Its: _____

Date: 2/18/2016

February 8, 2016

Mr. Tri Nguyen
GLOW Investment Group
1416B Campbell Road, Suite 206
Houston, Texas 77055

Re: Letter of Intent to Ground Lease – The Landing in Nederland
Nederland, Texas (**HOTEL**)

Dear Tri:

Based upon various discussions with the previous developer, this letter is provided to summarize some of the basic parameters as a basis upon which we will request that the County establish your requested ground lease, however, this also confirms that since the ground lease will be between the County and your company, our recommendations do not constitute a binding agreement and the final Letter of Intent ("LOI") and resulting ground lease will require County approval.

1.	Tenant:	GLOW Investment Group or one of its affiliates
2.	Landlord:	Jefferson County, State of Texas
3.	Option:	<p>Upon full execution of the ground lease for a 5 acre events/convention center, Landlord will grant Tenant a 1-year option to ground lease the site (as defined below) which option agreement will further provide a four year right of first refusal (ROFR), in a form and content to be jointly approved by the parties, to lease the Site, with the ROFR to commence upon expiration of the option term. Landlord and Tenant acknowledge that the purpose of this option and ROFR is to allow the events/convention center and the general area to develop to a level the Tenant believes will support a high quality, full service hotel with at least 125 guest rooms. Upon Tenant's exercise of such option then the following shall apply.</p> <p>A parcel of land (the "Site"), containing approximately for not less than 3 but no more than 4 acres (174,240 sf) located in Jefferson County, City of Nederland, Texas, (the "Site") within a future development located at the southwestern corner of Airport Drive/US Highway 69 to be known as "The Landing in Nederland", (the "Development"). The Site shall have access, ingress and egress to and from a public right-of-way, to and through the Development via existing or future private roads. The Site and Development, including public and private roadways (both present and/or future) are illustrated on the attached Exhibit A. The exact routing and configuration of the entrance road and cul-de-sac to be agreed upon by both parties prior to execution of the final ground lease agreement.</p>

5.	Term:	30 Years, plus three 5-year Options and one 4-year Option.
6.	Rent:	<p>Lease Years: 1-5 \$52,272.00 / Year (\$0.30 /sf)</p> <p> 6-10 \$54,885.60 / Year</p> <p> 11-15 \$57,629.88 / Year</p> <p> 16-19 \$60,511.37 / Year</p> <p>Note: Lease rate to increase by 5% every five years, including option periods.</p>
7.	Use:	Tenant may use the Site for a full service hotel with at least 125 guest rooms. Landlord and/or its designee to have the right to approve the final building and site improvement design and building specifications.
8.	Due Diligence:	<p>A. Tenant shall have 180 days (the "Due Diligence Period") to perform feasibility studies, economic or otherwise, to determine the feasibility of the site for its intended use as well as to arrange for 3rd party financing. Tenant shall be able to terminate the agreement for any reason during this Due Diligence Period. Upon execution of this letter, Landlord grants Tenant the right to perform feasibility studies, reports and tests, economic, environmental or otherwise, to determine the feasibility of the property for its intended use, including, without limitation, the right to conduct soil, engineering, environmental testing and assessments (including, without limitation, Phase I and Phase II environmental site assessments and reports) that may include invasive testing such as soil borings, samplings, and investigations. Tenant shall promptly repair any damage to the property caused by Tenant's entry and testing on the property and shall fully restore the property to the condition existing prior to said entry. While the Tenant's 3rd party financing must be acceptable to Tenant in their sole discretion, Tenant acknowledges that Landlord and/or its designee will be provided proof, in a form acceptable to Landlord, of Tenant's third party financing.</p>
		<p>B. Tenant shall have an additional 120 days to secure governmental approvals required for the operation of its business ("Governmental Approval Period"). So long as Tenant is diligently pursuing such approvals, it shall have the right to extend the Governmental Approval Period for an additional 30 days to secure all necessary approvals, with the option to extend for one (1) additional, consecutive thirty-day period so long as it continues to diligently pursue the approvals. If on or before the expiration of the Governmental Approval period, Tenant is unable to obtain its governmental approvals, either party may terminate the agreement.</p>
9.	Exclusivity:	The Landlord shall create and record private land use controls upon the Development providing that the Tenant will have the exclusive right to operate as a hotel.
10.	Signage:	Tenant agrees that it will comply with landlord's signage criteria regarding its building and site directional signs which will comply with local zoning regulations. Tenant shall be allowed shared signage on the monument signs along US Highway 69. Tenant may install its own stand-

	alone sign on the Site.
11. Landlord's Work:	<p>Within 150 days of (i) Tenant providing proof of financing and construction commitments in forms and content acceptable to Landlord and the NEDC and (ii) Tenant securing the necessary governmental approvals (herein jointly the "Site Delivery Date"), the NEDC, at total aggregate cost not to exceed \$2,000,000.00, shall deliver the completion of certain on and off site improvements for the Development as necessary to deliver the Site as per the definition detailed hereinafter, which improvements shall be collectively referred to herein as the "Infrastructure Work". If the NEDC, on behalf of the Landlord, fails to deliver on or before Site Delivery Date, Tenant, at its sole discretion, may elect to either (i) complete the portion of the Infrastructure Work (which must be completed in compliance with County and City specifications associated with such improvements) necessary for its development and withhold the reasonable cost to complete such Infrastructure Work from the next rent due or (ii) terminate this agreement. If Tenant elects termination, NEDC shall reimburse the actual cost of Tenant's third party expenses incurred in completion of the Infrastructure Work, with such reimbursement obligation to NOT exceed \$250,000. For the purposes of clarity, Infrastructure Work shall be specifically limited to: (i) construction of an access drive that is depicted on Exhibit "A" attached hereto, coming from US 69 into the interior access drive that is mutually acceptable to Landlord and Tenant and (ii) a water feature that is of a certain quality and size, both of which must be reasonably acceptable to Tenant, the NEDC and the County, as Landlord.</p>
12. Rent Commencement:	<p>Rent will commence on the earlier of: (a) four hundred eighty days (480) after the date Tenant receives all financing approval, permits, variances, and governmental approvals necessary to construct Tenant's building and to commence operation of Tenant's business and all Landlord's Work has been completed by Landlord; or (b) the date the Tenant opens for business.</p>
13. Building:	<p>Tenant shall be allowed to construct a multi-story room hotel /convention center with a minimum 125 guest rooms, including breakout patio area and walk-way area. Landlord and/or its designee shall have the right to approval the final building and site improvement design and building specifications.</p>
14. Easements:	<p>Tenant's parcel shall be granted easements for acceptable access, utilities, drainage and other easements to and through the Development that may be required for its use of the Site. Tenant shall have the right to review any development agreements and declarations, including OEA, REA, etc.</p>
15. Survey and Due Diligence Materials:	<p>Upon execution of this letter of intent, the Landlord, or its designee, agrees to provide the Tenant with a legal description of the Site and copies of any survey(s) in its possession. The Tenant will be responsible for obtaining a current ALTA survey for the Site, which will include</p>

	topographical information. The Landlord agrees to reimburse the Tenant for the cost of the survey at the closing of the transaction. At the same time, Landlord and its designee agree to provide Tenant with copies of any soil studies, environmental reports, or other reports, signage information and due diligence materials related to the Site which are in its possession.
16. Title:	Upon execution of this letter of intent, the Landlord agrees to provide the Tenant with copies of any "back title" for the Development and the Site in its possession or which may be obtained without undue expense to the Landlord. Tenant may obtain a current ALTA title insurance commitment for the Site from its title company, together with copies of the recorded documents referenced in Schedule BII, and a final title policy. Tenant shall be responsible for the cost of the title policy at the closing of the transaction.
17. Lease Form:	The parties agree to use the Landlord's ground lease document.
18. Off-Site Costs:	Shall be at the NEDC's sole expense, NOT to exceed the aggregate sum of \$2,000,000.00. Such off-site items include, but are not limited to; drainage, water, sewer, detention, utilities, common area, landscaping, roads and driveways, etc.
19. Broker:	Both parties acknowledge that neither has a real estate brokerage company or agent representing them in this transaction.
20. Right of First Refusal:	There is no "Right of 1st Refusal to purchase the Site" in this ground lease agreement. Landlord shall grant Tenant a Right of 1st Refusal to match any bona fide ground lease offer it receives during the option period from an office building developer for another site within the Development.
21. Environmental Condition:	Tenant, within twenty (20) days of execution of this LOI, shall be provided with access to all environmental reports available to Landlord and/or its designee related to the Property. If it is discovered that the premises contain hazardous materials in violation of environmental laws, the presence of which predates the delivery date of the premises by Landlord to Tenant, Landlord, at its sole option, may either (i) at its own expense, take all action deemed necessary under applicable environmental laws to remove such hazardous materials from the premises or (ii) terminate this lease at which time all liabilities, if any, by and between the parties shall be terminated in all respects. The foregoing provisions additionally apply to circumstances whereby Tenant discovers the existence of any hazardous material on the premises during the course of Tenant's construction of its improvements, Landlord additionally agrees that if Landlord or its designees have not promptly removed such hazardous materials discovered after Tenant has commenced construction, Tenant, at its option, shall have the right to an abatement of rent, with such abated rent to be utilized by Tenant to independently remedy such environmental condition. Tenant shall not be liable for the use, presence, disposal, storage, generation, release or threatened release of

	hazardous materials upon, about, beneath, migrating to or from (i) the premises by a prior occupant or owner of the premises or the remainder of the development, or (ii) on or from contiguous land by Landlord or a prior occupant or owner of such contiguous land.
22. Retention:	The NEDC, as part of the Infrastructure Work defined hereinabove, will cause to be constructed, for the benefit of Tenant and Landlord, a retention system to service the drainage needs of the Property such that Tenant shall not be required to construct a water retention facility. After construction, maintenance of the retention system shall be at Landlord's expense.
23. CAM	Tenant understands and agrees that it will be required to pay not less than \$.01 per square foot each year to reimburse the Landlord for its common area maintenance costs associated with the retention system and other Infrastructure Work.

This letter is solely intended as a summary of the basic economic terms and conditions of the lease agreement, and it is understood and agreed that the NEDC is not authorized to bind the County, as Landlord to any agreement related to the Property and as such, neither party is bound to the other or the County related to the Property until a lease agreement acceptable to the Tenant and Landlord has been executed. The parties agree that neither party will incur expenses in reliance on the terms contained in this letter and both parties acknowledge and agree that any such expenses will not be reimbursed by the other party.

We respectfully request your response within ten (10) days from the date of this letter.

Yours truly,

Kay DeCuir, Nederland Economic Development Corporation

Jeff Branick, Jefferson County Judge, State of Texas

CC: Jim Wimberley, Attorney at Law for Nederland Economic Development Corporation

Fred Jackson, Attorney at Law for Judge Jeff Branick

Kathleen Kennedy, Attorney at Law for Jefferson County, State of Texas

Agreed and accepted:

Landlord: Jefferson County, State of Texas

By: 

Its: County Judge

Date: 2/8/2016

Tenant: GLOW Investment Group

By: _____

Its: _____

Date: _____

M. Luauhi

2/18/2016

February 8, 2016

Mr. Tri Nguyen
GLOW Investment Group
1416B Campbell Road, Suite 206
Houston, Texas 77055

ORIGINAL

Re: Letter of Intent to Ground Lease – The Landing in Nederland
Nederland, Texas (**Fountain Pad**)

Dear Tri:

Based upon various discussions with the previous developer, this letter is provided to summarize some of the basic parameters as a basis upon which we will request that the County establish your requested ground lease, however, this also confirms that since the ground lease will be between the County and your company, our recommendations do not constitute a binding agreement and the final Letter of Intent ("LOI") and resulting ground lease will require County approval.

1.	Tenant:	GLOW Investment Group or one of its affiliates
2.	Landlord:	Jefferson County, State of Texas
3.	Land Area:	A parcel of land (the "Site"), containing approximately .05 acres (21,780 sf) located in Jefferson County, City of Nederland, Texas, (the "Site") within a future development located at the southwestern corner of Airport Drive/US Highway 69 to be known as "The Landing in Nederland", (the "Development"). The Site shall have access, ingress and egress to and from a public right-of-way, to and through the Development via existing or future private roads. The Site and Development, including public and private roadways (both present and/or future) are illustrated on the attached Exhibit A. The exact routing and configuration of the entrance road and cul-de-sac to be agreed upon by the County, the NEDC and your company prior to execution of the final ground lease agreement.
4.	Term:	30 Years, plus three 5-year Options and one 4-year Option.
5.	Rent:	<p>Lease Years: 1-5 \$7,623.00 / Year (\$0.35 /sf)</p> <p> 6-10 \$8,004.15 / Year</p> <p> 11-15 \$8,404.36 / Year</p> <p> 16-19 \$8,824.57 / Year</p> <p>Note: Lease rate to increase by 5% every five years, including option periods.</p>

6.	Use:	Tenant may use the site for a single story retail building consisting of not more than 5,500 sq. feet of leasable space plus patio area and walk-way area- such space may be leased to multiple tenants. The Landlord and/or its designee have the right to approve the final building and site improvement design and building specifications, including exterior components.
7.	Due Diligence:	<p>A. Tenant shall have 270 days (the "Due Diligence Period") to perform feasibility studies, economic or otherwise, to determine the feasibility of the site for its intended use as well as to arrange for 3rd party financing. Tenant shall be able to terminate the agreement for any reason during this Due Diligence Period. Upon execution of this letter, Landlord grants Tenant the right to perform feasibility studies, reports and tests, economic, environmental or otherwise, to determine the feasibility of the property for its intended use, including, without limitation, the right to conduct soil, engineering, environmental testing and assessments (including, without limitation, Phase I and Phase II environmental site assessments and reports) that may include invasive testing such as soil borings, samplings, and investigations. Tenant shall promptly repair any damage to the property caused by Tenant's entry and testing on the property and shall fully restore the property to the condition existing prior to said entry. While the Tenant's 3rd party financing must be acceptable to Tenant in their sole discretion, Tenant acknowledges that Landlord and/or its designee will be provided proof, in a form acceptable to Landlord and the NEDC, of Tenant's third party financing.</p> <p>B. Tenant shall have an additional 120 days to secure governmental approvals required for the operation of its business ("Governmental Approval Period"). So long as Tenant is diligently pursuing such approvals, it shall have the right to extend the Governmental Approval Period for an additional 30 days to secure all necessary approvals, with the option to extend for one (1) additional, consecutive thirty-day period so long as it continues to diligently pursue the approvals. If on or before the expiration of the Governmental Approval period, Tenant is unable to obtain its governmental approvals, either party may terminate the agreement.</p>
8.	Signage:	Tenant agrees that it will comply with landlord's signage criteria regarding its building and site directional signs which will comply with local zoning regulations. Tenant shall be allowed shared signage on the monument signs along US Highway 69. Tenant may install its own stand-alone sign on the Site.
9.	Landlord's Work:	Within 150 days of (i) Tenant providing proof of financing and construction commitments in forms and content acceptable to Landlord and the NEDC and (ii) Tenant securing the necessary governmental approvals (herein jointly the "Site Delivery Date"), the NEDC, at total

	<p>aggregate cost not to exceed \$2,000,000.00, shall deliver the completion of certain on and off site improvements for the Development as necessary to deliver the Site as per the definition detailed hereinafter, which improvements shall be collectively referred to herein as the "Infrastructure Work". If the NEDC, on behalf of the Landlord, fails to deliver on or before Site Delivery Date, Tenant, at its sole discretion, may elect to either (i) complete the portion of the Infrastructure Work (which completion must be in compliance with County and City specifications applicable to such improvements) necessary for its development and withhold the reasonable cost to complete such Infrastructure Work from the next rent due or (ii) terminate this agreement. If Tenant elects termination, NEDC shall reimburse the actual cost of Tenant's third party expenses incurred in completion of the Infrastructure Work, with such reimbursement obligation to not to exceed \$250,000. For the purposes of clarity, Infrastructure Work shall be specifically limited to: (i) construction of an access drive that is depicted on Exhibit "A" attached hereto, coming from US 69 into the interior access drive that is mutually acceptable to Landlord and Tenant and (ii) a water feature that is of a certain quality and size, both of which must be reasonably acceptable to Tenant, the NEDC and the County, as Landlord.</p>
10. Rent Commencement:	<p>Rent will commence on the earlier of: (a) three hundred sixty (360) days after the date Tenant receives all financing approval, permits, variances, and governmental approvals necessary to construct Tenant's building and all Landlord's Work has been completed by Landlord; or (b) the date in which the first tenant within the Fountain Pad commences payment for base rent.</p>
11. Building:	<p>Tenant shall be allowed to construct a single story retail building consisting of not more than 5,500 sq. feet of leasable space plus patio area and walk-way area. Landlord and/or its designee shall have the right to approval of the final building and site improvement design and</p>
12. Easements:	<p>Tenant's parcel shall be granted easements for acceptable access, utilities, drainage and other easements to and through the Development that may be required for its use of the Site. Tenant shall have the right to review any development agreements and declarations, including OEA, REA, etc.</p>
13. Survey and Due Diligence Materials:	<p>Upon execution of this letter of intent, the Landlord, or its designee, agrees to provide the Tenant with a legal description of the Site and copies of any survey(s) in its possession. The Tenant will be responsible for obtaining a current ALTA survey for the Site, which will include topographical information. The Landlord agrees to reimburse the Tenant for the cost of the survey at the closing of the transaction. At the same time, Landlord, and its designee, agrees to provide Tenant with copies of any soil studies, environmental reports, or other reports, signage</p>

	information and due diligence materials related to the Site which are in its possession.
14. Title:	Upon execution of this letter of intent, the Landlord agrees to provide the Tenant with copies of any "back title" for the Development and the Site in its possession or which may be obtained without undue expense to the Landlord. Tenant may obtain a current ALTA title insurance commitment for the Site from its title company, together with copies of the recorded documents referenced in Schedule BII, and a final title policy. Tenant will be responsible for the cost of the title policy at the closing of the transaction.
15. Lease Form:	The parties agree to use the Landlord's ground lease document.
16. Off-Site Costs:	Shall be NEDC's sole expense, NOT to exceed the aggregate sum of \$2,000,000.00, to include the cost of the Infrastructure Work. Such off-site items include, but are not limited to; drainage, water, sewer, detention, utilities, common area, landscaping, roads and driveways, etc.
17. Broker:	Both parties acknowledge that neither has a real estate brokerage company or agent representing them in this transaction.
18. Right of First Refusal:	There is no "Right of 1st Refusal to purchase the Site" in this ground lease agreement.
19. Environmental Condition:	Tenant, within twenty (20) days of execution of this LOI, shall be provided with access to all environmental reports available to Landlord and/or its designee related to the Property. If it is discovered that the premises contains hazardous materials in violation of environmental laws, the presence of which predates the delivery date of the premises by Landlord to Tenant, Landlord, at its sole option, may either (i) at its own expense, take all action deemed necessary under applicable environmental laws to remove such hazardous materials from the premises or (ii) terminate this lease and LOI at which time all liabilities, if any, be and between the parties shall be terminated in all respects. The foregoing provisions additionally apply to circumstances whereby Tenant discovers the existence of any hazardous material on the premises during the course of Tenant's construction of its improvements. Landlord additionally agrees that if Landlord, or its designees have not promptly removed such hazardous materials after Tenant has commences construction, Tenant, at its option, shall have the right to an abatement of rent, with such abated rent to be utilized by Tenant to independently remedy such environmental condition. Tenant shall not be liable for the use, presence, disposal, storage, generation, release or threatened release of hazardous materials upon, about, beneath, migrating to or from (i) the premises by a prior occupant or owner of the premises or the remainder of the development, or (ii) on or from contiguous land by Landlord or a prior occupant or owner of such contiguous land.
20. Retention:	The NEDC, as part of its infrastructure Work defined hereinabove, will cause to be constructed, for the benefit of Tenant and Landlord, a retention system to service the drainage needs of the Property such that

	Tenant shall not be required to construct a water retention facility. After construction, maintenance of the retention system shall be Landlord's expense.
21. CAM:	Tenant understands and agrees that it will be required to pay \$.01 per square foot each year. To reimburse the Landlord for its common area maintenance costs associated with the retention system and other Infrastructure Work.
22. Fountain and Plaza Area:	Tenant anticipates constructing a large fountain, water feature and plaza adjacent to the Event Center and intends to seek funding from the NEDC, and potential municipalities for such construction. The design, size, location and budget for such fountain and plaza shall be mutually determined by the Tenant, the NEDC and Landlord. Tenant shall submit an application for such funding during the Due Diligence Period. If Tenant is unable to obtain funding sufficient to construct such fountain and plaza, then it shall be permitted to terminate the lease without further obligation, except that NEDC shall reimburse the actual cost of Tenant's third party expense related to actual construction of the fountain, water feature and plaza, in an amount not to exceed \$250,000. Landlord and Tenant agree that after final construction, the maintenance and repair of the fountain and plaza shall be at Landlord's expense and shall be part of the CAM obligation.
23. Construction Programming:	Tenant anticipates construction of the Fountain Pad, fountain, plaza, and the Event Center (described in separate LOI to occur simultaneously). Tenant will construct the fountain, water features and plaza area, subject to final approval by the NEDC and the Landlord, but will not lease that parcel of land, with same to be consider common area after construction.

This letter is solely intended as a summary of the basic economic terms and conditions of the lease agreement, and it is understood and agreed that the NEDC is not authorized to bind the County, as Landlord, to any agreement related to the Property and as such, neither party is bound to the other of the County related to the Property until a lease agreement acceptable to the Tenant and Landlord has been executed. The parties agree that neither party will incur expenses in reliance on the terms contained in this letter and both parties acknowledge and agree that any such expenses will not be reimbursed by the other party.

We respectfully request your response within ten (10) days from the date of this letter.

Yours truly,

Kay DeCuir, Nederland Economic Development Corporation

Jeff Branick, Jefferson County Judge, State of Texas

CC: Jim Wimberley, Attorney at Law for Nederland Economic Development Corporation

Fred Jackson, Attorney at Law for Judge Jeff Branick

Kathleen Kennedy, Attorney at Law for Jefferson County, State of Texas

Agreed and accepted:

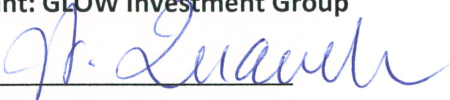
Landlord: Jefferson County, State of Texas

By: 

Its: COOUNTY JUDGE

Date: 2-8-2016

Tenant: GLOW Investment Group

By: 

Its: _____

Date: 2/18/2016

**AGENDA ITEM****February 29, 2016**

Receive and file executed Inter-local Agreement between Jefferson County, Texas the City of Nederland and the Nederland Economic Development Corporation regarding development of the airport property.



AGENDA

January 25, 2016

Consider, possibly and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas, the City of Nederland and the Nederland Economic Development Corporation regarding development of the airport property.

THE STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

**INTERLOCAL AGREEMENT FOR CONSTRUCTION
OF AIRPORT DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, on or about 2010, the City of Nederland (herein the "City"), with the consent of Jefferson County (herein the "County") and other entities, annexed property within the grounds of the Jack Brooks Regional Airport (herein the "Airport") managed and controlled by the County; and

WHEREAS, the Parties to this Agreement, which consist of the City, the Nederland Economic Development Corporation (hereinafter called "NEDC") and the County, agree that it would be advantageous to all Parties to provide opportunities for the commercial development of certain portions of the City annexed portion of the Airport property (herein the "Property") ; and

WHEREAS, the NEDC, tasked with assisting the economic development of the City, has agreed to provide certain funding opportunities to the County to expedite the completion of certain infrastructure improvements necessarily associated with the commercial development of the Property; and

WHEREAS, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; and

WHEREAS, the governing bodies of each party find that the performance of this agreement is in the common interest of all parties.

NOW THEREFORE, BE IT RESOLVED that the parties, pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) each acting through their respective governing bodies, hereby enter into this Interlocal Agreement (herein the "Agreement").

I. RECITALS

All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

II. PURPOSE

The purpose of this agreement is to provide funding opportunities (herein the "NEDC Funding") for construction by the NEDC of certain infrastructure improvements to the Property necessary to allow for the commercial development of that portion of the Airport Property immediately adjacent to the Highway 69 frontage road (herein the "Project"), and to allow for repayment of the NEDC Funding from income sources, not yet available to the County, but which income sources will be made available and/or

created from completion of the Project. The Property and the location of the Project are as detailed in Exhibit "A" attached hereto.

III. Scope of Agreement

(a) The Parties have been advised that until such time as certain infrastructure improvements (herein the "Infrastructure") to the Property have been completed, including (i) drainage improvements, (ii) potable water access improvements and (iii) sewer access improvements, the commercial development of the Property will be significantly delayed, if not precluded. The Parties have received estimates that the cost of completion of said Infrastructure and related improvements are estimated to be in the range of \$1,000,000.00 to a high of \$2,000,000.00. Developers (herein the "Developer"), originally retained by the County and the Airport, have advised that until commitments for the construction of such Infrastructure are completed, binding and enforceable tenant commitments (herein the "Tenant Commitments") cannot be finalized.

(b) The NEDC has agreed to provide funding (the "NEDC Funding"), in an amount **NOT TO EXCEED \$2,000,000.00**, for completion of construction of the Infrastructure, with the actual tender of said NEDC Funding being **expressly subject to** disclosure and production to the Parties, including the County, the NEDC and the City, of binding and enforceable Tenant Commitments for development and occupation of the Property, with said Tenant Commitments (whether produced by developers or otherwise) being in numbers, form and content (to include information as to total proposed tenant build out improvements and verification of funding) acceptable to the NEDC and the other Parties, in their sole discretion. In the event of receipt and verification of Tenant Commitments acceptable to the NEDC and the other Parties, (i) the NEDC will commence construction of the Infrastructure improvement as soon as reasonably practicable and the City and County Engineering Departments shall retain oversight authority and specifications approval to assure all City and County standards are met, and (ii) the NEDC will, at the option of the County and/or the Airport, either reimburse the County/Airport the actual costs incurred in completion of the Infrastructure improvements detailed herein or will pay same directly on behalf of the County/Airport, subject to the maximum limitation detailed herein. Payment/reimbursement by the NEDC will be subject only to (i) reasonable verification that the expense being paid and/or reimbursed is related to the actual construction of the subject Infrastructure improvements detailed herein and (ii) to the extent any such improvements are to be maintained by the City, confirmation by the City that the Infrastructure improvements are constructed in compliance with City requirements otherwise applicable to similarly constructed improvements.

(c) The County agrees to reimburse to the NEDC the NEDC Funding actually and finally advanced pursuant to this Agreement, with the repayment/reimbursement by the County being tendered through all net collections actually received by the County from the development of the Property, including particularly (i) all ground lease payments received by the County related to the Property, (ii) **not less than fifty (50.0%)** of all ad valorem tax payments received by the County on all real property leasehold improvements constructed on the Property and (iii) **not less than fifty (50.0%) percent** of all business personal property and inventory ad valorem tax payments received by the County from businesses and/or entities (herein the "Tenants") occupying any leasehold improvements constructed on the Property. Payments by the County to the NEDC of said funds shall be tendered within thirty (30)

days of actual receipt of said funds by the County. Alternatively, the County, at its sole option, may authorize direct payment to the NEDC by the Developer and/or the Tenants, of the funds detailed hereinabove, with said direct payments to continue, at the option of the County, until the net aggregate NEDC Funding actually paid by the NEDC has been repaid in full.

IV. TERM OF AGREEMENT

The Effective Date of this Agreement shall be JAN. 25, 2016.

This Agreement will be in effect for one year from the Effective Date hereof and will be considered automatically renewed for each succeeding year until the NEDC Funding contemplated herein has been repaid in full, as contemplated herein, by the County, whether through sources contemplated herein or from other sources.

V. AMENDMENTS

Amendments may be made to this Agreement upon the approval of the governing bodies of the City, the County and the NEDC.

VI. WITHDRAWING FROM OR JOINING AGREEMENT

A party may withdraw from this Agreement, following a vote of its governing body, provided it has notified the other parties hereto of such action in writing at least 60 days before the intended withdrawal date. Withdrawal shall not relieve the withdrawing party of any obligations incurred prior to the withdrawal.

VII. TERMINATION

This Agreement may be dissolved at any time by the written consent of a majority of the parties, in the event of the dissolution of the Agreement, whether voluntary or involuntary or by operation of law. Notwithstanding the foregoing, in the event of said termination, to the extent all or any portion of the NEDC Funding contemplated by this Agreement has been completed prior to the date of termination, the repayment obligation of the County shall survive such termination and shall remain enforceable, in all respects, until such repayment has been completed or until such repayment obligation has been waived, in whole or in part, by the NEDC and approved by the City.

VIII. CURRENT REVENUES

Each party shall pay for the performances of services and/or funding required pursuant to this agreement from then current revenues.

IX. DISCRIMINATION

No one, on the grounds of race, creed, color, national origin, disability, age, or gender, shall be subject to discrimination in the performance of this Agreement.

X. FORCE MAJEURE

Neither Party shall be deemed in violation of this Agreement if it cannot perform any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

XI. MISCELLANEOUS PROVISIONS

- (a) Venue: Venue for any lawsuit involving this agreement shall be in Jefferson County, Texas.
- (b) Choice of Law: This Agreement is governed by the laws of the State of Texas
- (c) Entire Agreement: This Agreement constitutes the entire agreement between the NEDC, the City and the County, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.
- (d) Exhibits: All exhibits, if any, are attached and are incorporated into the agreement.
- (e) Partial Invalidity: If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- (f) Survival: Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- (g) Assignment: The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.
- (h) Benefits: This agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- (i) Amendments: This agreement can be supplemented and/or amended only by a dated written document executed by both parties.

(j) Gender: Words or any gender used in this agreement shall be held and constructed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(k) Multiple Copies: This agreement may be executed in multiple counterparts each of which constitutes an original.

(l) Article and Section Headings: The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

(m) Misspelled Words: Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

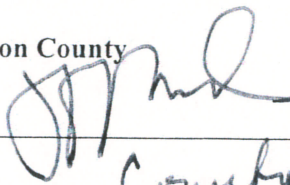
This agreement shall take effect upon execution by all signatories hereinbelow.

Jefferson County

By

Title

Date

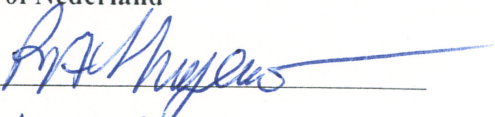

County Judge
1.25.2016

City of Nederland

By

Title

Date

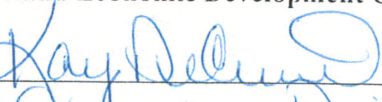

Mayor
February 8, 2016

Nederland Economic Development Corporation

By

Title

Date


Executive Director
1-26-2016

PGM: GMCOMMV2	DATE 02-29-2016		PAGE: 1 63 TOTAL
NAME	AMOUNT	CHECK NO.	
JURY FUND			
TRI-CITY COFFEE SERVICE	219.90	417887	
ROAD & BRIDGE PCT.#1			219.90**
CLASSIC CHEVROLET	122.22	417802	
APAC, INC. - TROTTI & THOMSOM	539.60	417813	
GULF COAST SCREW & SUPPLY	383.40	417835	
M&D SUPPLY	73.58	417855	
MUNRO'S	28.65	417859	
AT&T	63.42	417880	
UNITED STATES POSTAL SERVICE	1.87	417924	
ZACHRY PUBLICATIONS	76.50	418037	
			1,289.24**
ROAD & BRIDGE PCT.#2			
ABLE FASTENER, INC.	66.83	417804	
APAC, INC. - TROTTI & THOMSOM	557.65	417813	
MUNRO'S	18.45	417859	
VULCAN MATERIALS CO.	5,022.43	417888	
ACORN STEEL	89.00	417900	
UNDERGROUND INC.	470.00	417940	
BUMPER TO BUMPER	30.64	417948	
GCR TIRES & SERVICE	311.60	418021	
			6,566.60**
ROAD & BRIDGE PCT. # 3			
ADAMS BACKHOE SERVICE	1,018.50	417807	
GULF COAST AUTOMOTIVE, INC.	121.78	417834	
GULFWAY LUMBER	8.19	417836	
ENTERGY	232.05	417837	
PHILPOTT MOTORS, INC.	119.46	417865	
PORT ARTHUR NEWS, INC.	139.75	417867	
FASTENAL	486.08	417902	
LOWE'S HOME CENTERS, INC.	79.22	417930	
SCHEAFFER MFG CO	1,102.81	418012	
SUPPLYWORKS	68.44	418029	
			3,376.28**
ROAD & BRIDGE PCT.#4			
CHUCK'S WRECKER SERVICE	675.00	417819	
CITY OF BEAUMONT - WATER DEPT.	19.03	417821	
CASH ADVANCE ACCOUNT	1,425.02	417847	
M&D SUPPLY	29.09	417855	
MUNRO'S	66.41	417859	
TRI-CON, INC.	2,638.57	417886	
TED'S UPHOLSTERY	75.00	417901	
DEPARTMENT OF INFORMATION RESOURCES	.01	417906	
EVERETT D ALFRED	127.66	417937	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	551.22	418017	
GCR TIRES & SERVICE	319.32	418021	
			5,926.33**
ENGINEERING FUND			
STAR GRAPHICS SHARP	798.56	417881	
CDW COMPUTER CENTERS, INC.	66.94	417903	
VERIZON WIRELESS	383.79	417921	
			1,249.29**
PARKS & RECREATION			
ADAMS BACKHOE SERVICE	724.00	417807	
JIFFY TROPHIES	9.50	417848	
AUTO ZONE	170.12	417893	
SUPPLYWORKS	88.07	418029	
			991.69**
GENERAL FUND			
JEFFERSON CTY CHILD WELFARE BOARD	755.39	417970	
			755.39*
TAX OFFICE			

PGM: GMCOMMV2	DATE 02-29-2016	PAGE: 2 64
NAME	AMOUNT	CHECK NO. TOTAL
THE EXAMINER	2,289.00	417829
HERNANDEZ OFFICE SUPPLY, INC.	1,740.00	417842
OFFICE DEPOT	641.95	417862
PITNEY BOWES, INC.	623.99	417866
ACE IMAGEWEAR	21.35	417877
CDW COMPUTER CENTERS, INC.	111.79	417903
DEPARTMENT OF INFORMATION RESOURCES	.02	417906
UNITED STATES POSTAL SERVICE	814.72	417924
ROCHESTER ARMORED CAR CO INC	352.00	417989
COUNTY HUMAN RESOURCES		6,594.82*
UNITED STATES POSTAL SERVICE	1.66	417924
AUDITOR'S OFFICE		1.66*
OFFICE DEPOT	263.40	417862
UNITED STATES POSTAL SERVICE	3.19	417924
FILINGSTORE.COM	89.50	417963
COUNTY CLERK		356.09*
FED EX	7.88	417831
KIRKSEY'S SPRINT PRINTING	17.20	417851
UNITED STATES POSTAL SERVICE	239.78	417924
COUNTY JUDGE		264.86*
CHEROKEE COUNTY CLERK	587.00	417825
OFFICE DEPOT	51.37	417862
UNITED STATES POSTAL SERVICE	18.30	417924
KIMBERLY PHELAN, P.C.	500.00	417956
J.T. HAYNES	500.00	417957
GRACE NICHOLS	2,500.00	417976
HARVEY L WARREN III	500.00	417982
HARVEY L WARREN III	1,800.00	417983
JOSHUA C HEINZ	500.00	418004
THOMSON REUTERS-WEST	116.58	418008
JAN GIROUARD & ASSOCIATES LLC	200.00	418039
RISK MANAGEMENT		7,273.25*
UNITED STATES POSTAL SERVICE	12.77	417924
COUNTY TREASURER		12.77*
UNITED STATES POSTAL SERVICE	229.74	417924
PURCHASING DEPARTMENT		229.74*
OFFICE DEPOT	79.10	417862
UNITED STATES POSTAL SERVICE	1.20	417924
GENERAL SERVICES		80.30*
GUARDIAN FORCE	36.00	417808
CASH ADVANCE ACCOUNT	30.00	417847
SPINDLETOP MHMR	32,990.75	417852
OLMSTED-KIRK PAPER	2,340.00	417863
CROWN CASTLE INTERNATIONAL	1,413.81	417943
ROCHESTER ARMORED CAR CO INC	3,665.46	417989
DYNAMEX INC	188.23	418015
DATA PROCESSING		40,664.25*
OFFICE DEPOT	117.08	417862
CDW COMPUTER CENTERS, INC.	676.52	417903
VERIZON WIRELESS	75.98	417922
VOTERS REGISTRATION DEPT		869.58*
UNITED STATES POSTAL SERVICE	62.40	417924
ELECTIONS DEPARTMENT		62.40*

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NAME	AMOUNT	CHECK NO. TOTAL
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CDW COMPUTER CENTERS, INC.	399.82	417903
UNITED STATES POSTAL SERVICE	361.27	417924
ABSOLUTE PRINT SOLUTIONS	1,176.60	418001
		3,357.59*
DISTRICT ATTORNEY		
UNITED STATES POSTAL SERVICE	242.36	417924
SHEADRED WILLIAMS	31.62	418006
GRACE NICHOLS MED LPC	500.00	418040
		773.98*
DISTRICT CLERK		
FRED PRYOR SEMINARS & CAREER TRACK	356.00	417871
UNITED STATES POSTAL SERVICE	255.56	417924
UNIVERSITY OF TEXAS SCHOOL AT LAW	920.00	417967
		1,531.56*
CRIMINAL DISTRICT COURT		
THOMAS J. BURBANK, P.C.	250.00	417818
OFFICE DEPOT	62.96	417862
NATHAN REYNOLDS, JR.	1,200.00	417872
KEVIN S. LAINE	2,037.50	417899
UNITED STATES POSTAL SERVICE	.42	417924
JOHN STEVENS JR	60.00	417961
JAMES R. MAKIN, P.C.	600.00	417993
		4,210.88*
136TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	5.41	417924
		5.41*
172ND DISTRICT COURT		
SHAROLYN WOOD	466.59	417995
		466.59*
252ND DISTRICT COURT		
WILBARGER COUNTY, TEXAS - COUNTY	715.00	417806
EDWARD B. GRIPON, M.D., P.A.	595.00	417833
UNITED STATES POSTAL SERVICE	9.52	417924
JASON ROBERT NICKS	800.00	417981
		2,119.52*
279TH DISTRICT COURT		
MARVA PROVO	1,050.00	417868
ANITA F. PROVO	225.00	417869
GLEN M. CROCKER	650.00	417927
LANGSTON ADAMS	75.00	417932
JOEL WEBB VAZQUEZ	1,375.00	417947
KIMBERLY PHELAN, P.C.	150.00	417956
TONYA CONNELL TOUPS	150.00	417966
ANTOINE FREEMAN	1,000.00	417968
JONATHAN L. STOVALL	650.00	417991
TARA SHELANDER	75.00	418019
SAMUEL & SON LAW FIRM PLLC	150.00	418022
MELANIE AIREY	75.00	418025
THE CEDILLO LAW FIRM	75.00	418027
ANDREW P GERTZ	75.00	418028
		5,775.00*
317TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	.97	417924
JUDY PAASCH	2,323.90	417950
COMMUNICATION AXESS ABILITY GROUP	450.00	417955
		2,774.87*
JUSTICE COURT-PCT 1 PL 1		
KEN DOLLINGER	496.94	417827
UNITED STATES POSTAL SERVICE	23.64	417924
		520.58*
JUSTICE COURT-PCT 1 PL 2		

PGM: GMCOMMV2	DATE 02-29-2016		PAGE: 4
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.42	417924	1.42*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	10.62	417862	10.62*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.21	417906	.21*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	21.37	417924	21.37*
JUSTICE COURT-PCT 7			
AT&T	30.59	417880	
DEPARTMENT OF INFORMATION RESOURCES	.07	417906	30.66*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT	98.84	417862	
UNITED STATES POSTAL SERVICE	.42	417924	
SIERRA SPRING WATER CO. - BT	69.87	417925	169.13*
COUNTY COURT AT LAW NO. 2			
THOMAS J. BURBANK, P.C.	250.00	417818	
MARVA PROVO	250.00	417868	
NATHAN REYNOLDS, JR.	250.00	417872	
BRANDI SEWELL	111.55	417898	
KEVIN S. LAINE	250.00	417899	
UNITED STATES POSTAL SERVICE	9.15	417924	
DANIEL CLAYTON	550.00	417926	
LANGSTON ADAMS	250.00	417932	
JOEL WEBB VAZQUEZ	500.00	417947	
JARED GILTHORPE	500.00	418020	
SAMUEL & SON LAW FIRM PLLC	800.00	418022	
AMY TOMLINSON	250.00	418032	3,970.70*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK, P.C.	1,087.50	417818	
MARVA PROVO	250.00	417868	
UNITED STATES POSTAL SERVICE	19.55	417924	1,357.05*
COURT MASTER			
VERIZON WIRELESS	126.92	417922	
UNITED STATES POSTAL SERVICE	.42	417924	127.34*
MEDIATION CENTER			
OFFICE DEPOT	123.19	417862	
UNITED STATES POSTAL SERVICE	5.41	417924	128.60*
SHERIFF'S DEPARTMENT			
BRUCE FLETCHER PIPKIN	600.00	417805	
FED EX	33.15	417831	
HERNANDEZ OFFICE SUPPLY, INC.	79.64	417842	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	960.00	417846	
KAY ELECTRONICS, INC.	72.00	417850	
LYNN PEAHEY CO., INC.	46.00	417854	
MCNEILL INSURANCE AGENCY	71.00	417857	
OFFICE DEPOT	1,024.49	417862	
FORWARD EDGE, INC.	34.65	417905	
DEPARTMENT OF INFORMATION RESOURCES	.38	417906	
VERIZON WIRELESS	3,153.19	417921	
UNITED STATES POSTAL SERVICE	1,091.96	417924	
FIVE STAR FEED	120.00	417939	
CODE BLUE POLICE SUPPLY	790.00	417946	
RITA HURT	1,375.00	417999	

PGM: GMCOMMV2	DATE 02-29-2016		PAGE: 5
NAME	AMOUNT	CHECK NO.	TOTAL 67
BEST BUY BUSINESS ADVANTAGE ACCOUNT	62.16	418016	
A-1 MAIDA FENCE COMPANY	60.00	418026	
3L PRINTING COMPANY	350.00	418038	9,923.62*
CRIME LABORATORY			
OFFICE DEPOT	128.50	417862	
CERILLIANT	53.00	417933	
RDB SERVICES	500.00	418000	
JULIE HANNON	600.00	418009	1,281.50*
JAIL - NO. 2			
AVIALL	456.44	417815	
CITY OF BEAUMONT - WATER DEPT.	14,321.70	417821	
JOHNSON SUPPLY	1,152.39	417849	
M&D SUPPLY	140.95	417855	
MOORE SUPPLY, INC.	13.51	417858	
OFFICE DEPOT	1,415.41	417862	
PETTY CASH - SHERIFF'S OFFICE	291.79	417864	
RALPH'S INDUSTRIAL ELECTRONICS	257.09	417874	
SANITARY SUPPLY, INC.	1,903.20	417876	
SHERWIN-WILLIAMS	449.52	417878	
WHOLESALE ELECTRIC SUPPLY CO.	135.75	417891	
10-32 SUPPLY	205.00	417892	
DEPARTMENT OF INFORMATION RESOURCES	3.94	417906	
LOWE'S HOME CENTERS, INC.	75.97	417930	
ULTRA-CHEM, INC.	1,618.68	417934	
PORTER-STRAIT INSTRUMENT CO., INC.	229.88	417953	
AIRGAS SOUTHWEST	341.79	417971	
WORLD FUEL SERVICES	1,028.18	417980	
FIVE STAR CORRECTIONAL SERVICE	16,162.12	417985	
SUMMIT ELECTRIC SUPPLY	866.61	418005	
MATERA PAPER COMPANY INC	2,969.80	418007	
THOMSON REUTERS-WEST	3,701.25	418008	
FROGWASH PRESSURE WASHING	800.00	418010	
KROPP HOLDINGS INC	265.10	418013	
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	418018	50,809.07*
JUVENILE PROBATION DEPT.			
OFFICE DEPOT	66.31	417862	
VERIZON WIRELESS	66.88	417922	
UNITED STATES POSTAL SERVICE	4.16	417924	137.35*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	2,656.55	417821	
EPS	144.00	417828	
SOUTHWEST BUILDING SYSTEMS	380.90	417879	
OAK FARM DAIRY	245.34	417896	
FLOWERS FOODS	78.35	417944	
SOUTHERN FOLGER DETENTION EQUIPMENT	241.76	417973	
ATTABOY TERMITE & PEST CONTROL	80.00	417979	3,826.90*
CONSTABLE PCT 1			
KAY ELECTRONICS, INC.	119.75	417850	
VERIZON WIRELESS	227.94	417922	
UNITED STATES POSTAL SERVICE	52.64	417924	
CODE BLUE POLICE SUPPLY	975.00	417946	
TELETRAC	420.00	418023	1,795.33*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	417922	113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	417922	113.97*
CONSTABLE-PCT 6			

PGM: GMCOMMV2	DATE 02-29-2016	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
VERIZON WIRELESS	113.97	417922
UNITED STATES POSTAL SERVICE	5.80	417924
TELETRAC	330.00	418024
CONSTABLE PCT. 7		449.77*
AT&T	30.59	417880
VERIZON WIRELESS	113.97	417922
CONSTABLE PCT. 8		144.56*
VERIZON WIRELESS	113.97	417922
AGRICULTURE EXTENSION SVC		113.97*
OFFICE DEPOT	94.75	417862
UNITED STATES POSTAL SERVICE	7.15	417924
HEALTH AND WELFARE NO. 1		101.90*
CITY OF BEAUMONT	40.00	417811
ENTERGY	98.65	417839
AUSTIN CECIL WALKES MD PA	3,245.08	417890
MCKESSON MEDICAL-SURGICAL INC	765.00	417904
UNITED STATES POSTAL SERVICE	81.59	417924
CENTERPOINT ENERGY RESOURCES CORP	52.51	417951
ESSLINE KNOX	41.58	417992
HEALTH AND WELFARE NO. 2		4,324.41*
BROUSSARD'S MORTUARY	1,500.00	417817
CLAYBAR FUNERAL HOME, INC.	1,998.00	417823
GABRIEL FUNERAL HOME, INC.	1,500.00	417832
ENTERGY	34.42	417840
AT&T	30.59	417880
AUSTIN CECIL WALKES MD PA	3,245.08	417890
MCKESSON MEDICAL-SURGICAL INC	214.72	417904
HEB - PORT ARTHUR	118.76	417969
NURSE PRACTITIONER		8,641.57*
GEORGE V. ZUZUKIN, M.D.	1,000.00	417809
CHILD WELFARE UNIT		1,000.00*
BEAUMONT OCCUPATIONAL SERVICE, INC.	232.70	417928
SEARS COMMERCIAL CREDIT	1,180.86	417929
ENVIRONMENTAL CONTROL		1,413.56*
DEPARTMENT OF INFORMATION RESOURCES	.25	417906
INDIGENT MEDICAL SERVICES		.25*
CARDINAL HEALTH 110 INC	15,038.71	418011
RR DONNELLEY	269.89	418033
MAINTENANCE-BEAUMONT		15,308.60*
AAA LOCK & SAFE	150.00	417801
GUARDIAN FORCE	72.00	417808
BINSWANGER GLASS CO.	34.85	417816
CITY OF BEAUMONT - WATER DEPT.	8,883.43	417821
ENTERGY	40,651.80	417837
M&D SUPPLY	16.75	417855
RALPH'S INDUSTRIAL ELECTRONICS	37.92	417874
SANITARY SUPPLY, INC.	2,251.65	417876
ACE IMAGEWEAR	359.42	417877
AT&T	5,051.62	417880
MSC SYSTEMS	110.00	417895
DEPARTMENT OF INFORMATION RESOURCES	5,245.12	417906
BAKER DISTRIBUTING COMPANY	112.18	417942
EQUIPMENT DEPOT	235.40	417958

PGM: GMCOMMV2	DATE 02-29-2016	PAGE: 7 69	TOTAL
NAME	AMOUNT	CHECK NO.	
GOMEZ FLOOR COVERING	1,032.50	417959	
A1 FILTER SERVICE COMPANY	732.70	417998	
CLIMATEC LLC	853.62	418030	65,830.96*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	637.13	417822	
AT&T	51.20	417880	
DEPARTMENT OF INFORMATION RESOURCES	.43	417906	
TEXAS GAS SERVICE	767.42	417938	
DRAGO SUPPLY	56.20	417984	
PARKER LUMBER	5.00	417986	
SUPPLYWORKS	111.06	418029	1,628.44*
MAINTENANCE-MID COUNTY			
ALL-PHASE ELECTRIC SUPPLY	1,066.00	417824	
ISI COMMERCIAL REFRIGERATION	262.95	417844	
RITTER @ HOME	27.96	417873	
SANITARY SUPPLY, INC.	125.70	417876	
ACE IMAGEWEAR	58.24	417877	1,540.85*
SERVICE CENTER			
INTERSTATE BATTERIES OF BEAUMONT/PA	100.95	417843	
J.K. CHEVROLET CO.	119.29	417845	
M&D SUPPLY	222.68	417855	
MUNRO'S	33.45	417859	
PHILPOTT MOTORS, INC.	1,181.26	417865	
DEPARTMENT OF INFORMATION RESOURCES	.09	417906	
JEFFERSON CTY. TAX OFFICE	7.50	417908	
JEFFERSON CTY. TAX OFFICE	7.50	417909	
JEFFERSON CTY. TAX OFFICE	7.50	417910	
JEFFERSON CTY. TAX OFFICE	7.50	417911	
JEFFERSON CTY. TAX OFFICE	7.50	417912	
JEFFERSON CTY. TAX OFFICE	7.50	417913	
JEFFERSON CTY. TAX OFFICE	7.50	417914	
JEFFERSON CTY. TAX OFFICE	7.50	417915	
JEFFERSON CTY. TAX OFFICE	7.50	417916	
JEFFERSON CTY. TAX OFFICE	7.50	417917	
JEFFERSON CTY. TAX OFFICE	7.50	417918	
JEFFERSON CTY. TAX OFFICE	7.50	417919	
JEFFERSON CTY. TAX OFFICE	7.50	417920	
BUMPER TO BUMPER	598.39	417948	
AMERICAN TIRE DISTRIBUTORS	5,142.00	417974	
MIGHTY OF SOUTHEAST TEXAS	414.70	417994	
CHASE ELECTRONICS	300.00	417997	
SPANKY'S WRECKER SERVICE INC	465.00	418002	8,675.31*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	15.05	417924	
HILARY GUEST	114.26	417936	129.31*
			261,802.12**
MOSQUITO CONTROL FUND			
MUNRO'S	86.20	417859	
OFFICE DEPOT	72.77	417862	
DEPARTMENT OF INFORMATION RESOURCES	.09	417906	159.06**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	115.90	417928	
JUDY PAASCH	140.00	417949	
JUDY PAASCH	50.00	417950	
PATRICIA VELASCO	1,260.00	418034	1,565.90**
SECURITY FEE FUND			
OFFICE DEPOT	17.49	417862	17.49**
LAW LIBRARY FUND			

PGM: GMCOMMV2	DATE 02-29-2016		PAGE: 8
NAME	AMOUNT	CHECK NO.	TOTAL 70
STATE BAR OF TEXAS	93.75	417882	
LEXISNEXIS MATTHEW BENDER	992.71	417931	
THOMSON REUTERS-WEST	3,955.21	418008	5,041.67**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	32.22	417922	32.22**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	364.48	417847	
TEXAS PROBATION ASSOCIATION	600.00	417885	
VERIZON WIRELESS	32.18	417922	
YOUTH ADVOCATE PROGRAM	2,948.64	417964	3,945.30**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	469.53	417862	
FRED PRYOR SEMINARS & CAREER TRACK	99.00	417870	
SAM HOUSTON STATE UNIVERSITY	185.00	417875	
DEPARTMENT OF INFORMATION RESOURCES	1.99	417906	
VERIZON WIRELESS	121.23	417922	
UNITED STATES POSTAL SERVICE	148.13	417924	
ALCENIA GILMORE	199.00	417941	
JCCSC	98.00	417990	
PCM/TIGER DIRECT	355.00	418035	1,676.88**
JEFF. CO. WOMEN'S CENTER			
ENTERGY	1,269.78	417837	
KIM MCKINNEY, LPC, LMFT	75.00	417856	
OFFICE DEPOT	35.04	417862	
SYSCO FOOD SERVICES, INC.	1,345.66	417883	
BURT WALKER PARTNERS, LTD	4,500.00	417889	
DEPARTMENT OF INFORMATION RESOURCES	.28	417906	
TEXAS FIRE & COMMUNICATIONS	173.35	417907	
VERIZON WIRELESS	32.18	417922	
BEN E KEITH FOODS	2,338.46	417945	
REDWOOD TOXICOLOGY LABORATORY	2,100.00	417962	
MATERA PAPER COMPANY INC	484.09	418007	
WASTEWATER TRANSPORT SERVICES LLC	248.00	418018	12,601.84**
DWI PRETRIAL DIVERSION			
JCCSC	500.00	417990	500.00**
COMMUNITY CORRECTIONS PRG			
LOUIS' YAZOO SALES & SERVICE, LLC	388.75	417853	388.75**
LAW OFFICER TRAINING GRT			
BROWNELLS, INC.	994.89	417894	994.89**
COUNTY CLK RECORDS ARCHIV			
BAY TECH LABEL, INC.	3,784.11	417935	3,784.11**
REGIONAL COMM. SAVNS			
DEPARTMENT OF INFORMATION RESOURCES	533.28	417906	533.28**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	492.49	417903	492.49**
UNCLAIMED FUNDS MGMT FUND			
MARK S LOVORN	75.00	418041	75.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	189.95	417922	189.95**
HOTEL OCCUPANCY TAX FUND			

PGM: GMCOMMV2	DATE 02-29-2016	PAGE: 9
NAME	AMOUNT	CHECK NO.
GUARDIAN FORCE	350.00	417808
THERMACON SERVICE	475.00	417810
THE LABICHE ARCHITECTURAL GROUP	3,229.83	417814
ENTERGY	1,609.72	417837
MUNRO'S	213.25	417859
STAR GRAPHICS SHARP	285.39	417881
TIME WARNER COMMUNICATIONS	110.43	417884
TRI-CITY COFFEE SERVICE	101.25	417887
PRESS CLUB OF SOUTHEAST TEXAS	30.00	417897
DEPARTMENT OF INFORMATION RESOURCES	7.95	417906
VERIZON WIRELESS	37.99	417922
HIGHTECH SIGNS	300.00	417960
TACVB	375.00	417972
TEXAS TRAVEL COUNSELORS CONFERENCE	90.00	417975
COUNTY HOME AND RANCH LP	478.78	417996
MATERA PAPER COMPANY INC	1,682.26	418007
SOUTHEAST TEXAS.COM	300.00	418014
		9,676.85**
CAPITAL PROJECTS FUND		
MONUMENT CONSTRUCTORS	16,315.25	417954
SHEPLEY BULFINCH	3,983.94	418031
		20,299.19**
AIRPORT FUND		
ENTERGY	32.55	417838
DEPARTMENT OF INFORMATION RESOURCES	.23	417906
VERIZON WIRELESS	75.98	417922
		108.76**
SE TX EMP. BENEFIT POOL		
GROUP ADMINISTRATIVE CONCEPTS INC	111,512.83	417987
GROUP ADMINISTRATIVE CONCEPTS INC	776.00	417988
		112,288.83**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	418003
		1,652.00**
LIABILITY CLAIMS ACCOUNT		
ALLSTATE PAYMENT PROCESSING CENTER	4,554.91	417977
		4,554.91**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	19,789.41	417952
		19,789.41**
SHERIFF'S FORFEITURE FUND		
A-1 TINT & ACCESSORIES	419.95	417803
AVIALL	323.40	417815
WORLD FUEL SERVICES	395.20	417980
		1,138.55**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	14,211.00	417772
CLEAT	324.00	417773
JEFFERSON CTY. TREASURER	18,926.86	417774
RON STADTMUELLER - CHAPTER 13	932.50	417775
INTERNAL REVENUE SERVICE	3,067.46	417776
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,040.00	417777
JEFFERSON CTY. COMMISSARY	182.74	417778
JEFFERSON CTY. COMMUNITY SUP.	10,295.21	417779
JEFFERSON CTY. TREASURER - HEALTH	452,980.02	417780
JEFFERSON CTY. TREASURER - GENERAL	10.00	417781
JEFFERSON CTY. TREASURER - PAYROLL	1,573,445.73	417782
JEFFERSON CTY. TREASURER - PAYROLL	631,599.23	417783
JEFFERSON CTY. TREASURER	66.00	417784
MONY/MLOA	198.74	417785
POLICE & FIRE FIGHTERS' ASSOCIATION	3,128.90	417786
UNITED WAY OF BEAUMONT& N JEFFERSON	55.31	417787
JEFFERSON CTY. TREASURER - TCDRS	602,998.90	417788
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,906.65	417789
JEFFERSON COUNTY TREASURER	2,594.29	417790

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY - TREASURER -	6,604.58	417791	
NECHES FEDERAL CREDIT UNION	60,720.60	417792	
JEFFERSON COUNTY - NATIONWIDE	53,703.53	417793	
TENNESSEE CHILD SUPPORT	115.38	417794	
SBA - U S DEPARTMENT OF TREASURY	168.49	417795	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	417796	
WILLIAM E HEITKAMP	748.86	417797	
JOHN TALTON	1,560.77	417798	
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	417799	
COLLEGE ASIST	241.34	417800	
			3,445,994.17**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.96	417922	
			227.96**
MARINE DIVISION			
BELL HELICOPTER TEXTRON, INC.	17,400.00	417812	
DBS ELECTRONICS	2,310.00	417826	
OFFICE DEPOT	74.98	417862	
DEPARTMENT OF INFORMATION RESOURCES	202.24	417906	
VERIZON WIRELESS	341.91	417921	
THE DINGO GROUP-PETE JORGENSEN MARI	381.04	417965	
OVERTON'S SUPPLY	393.75	417978	
ATTABOY TERMITE & PEST CONTROL	55.00	417979	
TEMPERATURE TECHNICIAN	400.00	418036	
			21,558.92**
			3,950,709.83***



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 29th day of February, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, Carol Foster has devoted over 13 years serving the people of Jefferson County with pride and professionalism, and

WHEREAS, Carol Foster began her career with Jefferson County in the Pretrial Release Department in July of 2002, and

WHEREAS, Carol Foster transferred to the Engineering Department in April of 2008, and began serving as Secretary for the Department and has greatly contributed to the mission of the Engineering Department by providing many essential services and outstanding customer service to the citizens of Jefferson County, and

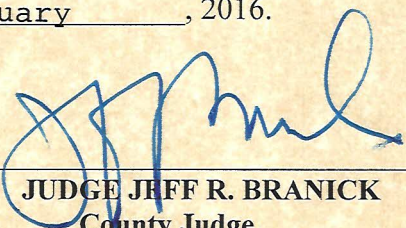
WHEREAS, Carol Foster has provided oversight and management for the vast file and record storage system required by the Engineering Department through hard work and commitment to excellence, and

WHEREAS, Carol Foster is recognized for her devotion to the common good and welfare of the citizens of Jefferson County during the numerous Disaster Relief Projects and Grant Programs administered through the Engineering Department, and

WHEREAS, Carol Foster will definitely be missed by the Engineering Department for her courtesy and genuine concern to those in the Department and outside the Department in her daily routine as the "voice of the Department", and

NOW THEREFORE, BE IT RESOLVED that Commissioners Court of Jefferson County, Texas, does hereby honor and commend **Carol Foster**, for her many years of dedicated service to Jefferson County and wishes her well in her retirement.

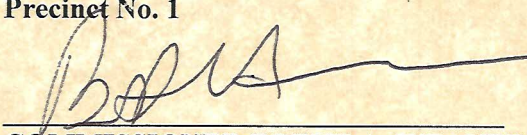
SIGNED this 29th day of February, 2016.


JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Application Date: 2-19-16 Permit #: 01 -OW- 16 Precinct#: 1
 Business Name: Auger Services Inc Business Phone: 225-673-9233
 Business Address: 524 West Highway 30 Gonzales Louisiana 70737
 Local Representative: Timmy Viola Local Phone: 225-315-5392
 State Permit No. (if applicable): 414129
 Bond Amount: \$ 400,000 Bond #: SLR0034933
 Description of Work/Type/Location: Utility Work, Foundations
for Power Pole (Transmission Lines)
- China, Texas

Description of Route: Old Home Rd, Blanch Rd, Parkway St.
2 Lane Black Top, (residential)

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 19 day of February 20 16.

Auger Services
 Name of Company (Permittee)

JEFFERSON COUNTY

By: Timmy Viola

By: Wendell M. Rose

Title: SOT Compliance Mgr.

Director of Engineering

Timmy Viola
 Applicant's Signature

By: Jody Jannai
 Precinct Supervisor

Timmy Viola
 Applicant's Printed Name

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 02/18/16 Application Approved ☒ Yes ☐ No

If No, give reason: _____

Processed By: Ernest Clement

Title: ENGINEERING SPECIALIST


Processor's Signature

Ernest Clement
Processor's Printed Name

* County Rds Used in China Tx Job# - 9089



- 1) Old Nome Rd
- 2) Blanch Rd.
- 3) ~~Broadway~~ CITY OF CHINA
- 4) 90 - State Permitted.



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

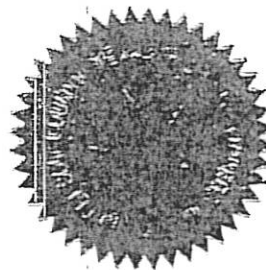
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

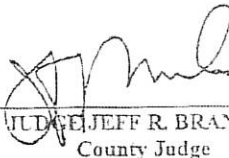
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013




JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND Auger Services

WHEREAS, Auger Services (hereinafter "Company") intends to conduct Mobilizing Equipment For Foundations [describe operation], (hereinafter the "Project") at a site located on Old Name Rd (county road name) located in Precinct No. 1; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road Old Name Rd
2. County Road Blanch Rd; and Broadway E.C.

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Old Name Rd and County road Blanch for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of 2 9, 2016 to a termination date of 3 31, 2016. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: Old Name Rd] and County [2nd road name: Blanch Rd] for additional support.

Broadway EC

4. Company shall provide a surety bond in the sum of [\$ 400,000 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendent for Precinct No. 1 of Jefferson County, Texas before transporting any equipment on County [road name: Old NOME Rd. and County [2nd road name: Glouch Rd] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 29th day of FEBRUARY, 2016

~~Additional Rd.~~
Bradway E.L.

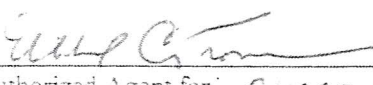

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 29th day of FEBRUARY, 2016

Attest:


Jefferson County Clerk




Authorized Agent for Auger Services

Michael Cutrone/ President.

THE STATE OF ~~TEXAS~~ Louisiana
 COUNTY OF ~~JEFFERSON~~ Ascension

I, Rhonda Vinet notary public, do hereby certify that on this 10th day of Feb, 2014, personally appeared before me Michael C. Culrone, being by me first duly sworn, declared that he is the President of Auger Services and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 10th day of Feb 2014



Notary Public, State of ~~Texas~~ Louisiana
 Notary's Typed/Printed Name
 My commission expires

Rhonda L. Vinet
 Notary Public #65467
 State of Louisiana
 Commissioned For Life

Jefferson County Rates
Precinct #1

Exhibit 1

Estimate of Cost:

Length of [1st road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2nd road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 22.19 per hour x _____ hours = \$ _____

Equipment Operator \$ 23.09 per hour x _____ hours = \$ _____

Truck Driver Other \$ 19.52 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 32.00 per hour x _____ hours = \$ _____

Grader \$ 50.00 per hour x _____ hours = \$ _____

Grapple Other \$ 70.00 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 31.25 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 89.00 Per Ton + \$ _____ per hour x _____ hours = \$ _____

*Cover Stone
Stabilized* Other at \$ 64.00 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____

Exhibit 2 APAC LLC RATES

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:
 Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 65.00 per hour x _____ hours = \$ _____

Equipment Operator \$ 31.00 per hour x _____ hours = \$ _____

Other \$ 25.00 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 15.00 per hour x _____ hours = \$ _____

Grader \$ 100.00 per hour x _____ hours = \$ _____

Other \$ _____ per hour x _____ hours = \$ _____

PRICE DEPENDENT ON EQUIPMENT TYPE

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____

MATERIAL RATES ARE VARIABLE DEPENDING ON QUANTITY, LOCATION AND TYPE. PER SCOTT BLANCHARD - APAC

PLH Group, Inc. BOND REQUEST FORM

All Requests Must Contain Appropriate Approvals Outlined on Page 2

Requestor's Name Phone Number: Auger Services Inc - 225-673-9233

Job #: 9089

Principal: Auger Services Inc
(legal name of entity bidding or entering into contract)

Principal Address: 524 W Hwy 30 Gonzales LA

Obligee: Jefferson Co Texas

Obligee Address: 1149 Pearl Street, Beaumont Texas 77701

Obligee Contact Person: Ernest Clements Phone 409-727-2191 ext 8584

BID or Performance BONDS

Please Provide Contract Documents/Bid Specifications and Bond Forms

Bid or Contract Date: 1/4/16

Date Bond Needed: 2/13/16

Bid Bond: _____ P&P Bond: _____

Estimated Contract Amount: \$ 700,000. Bid Bond % _____

Bond Amounts: Perf: 400,000 Payment: _____

Contract Price Estimate Breakdown:

Labor: \$ _____ Material: \$ _____ Equipment: \$ _____

Retainage: \$ _____ Profit Overhead: \$ _____

Major Subs: _____

Good Guy Consent Letter required? _____ Final Bond if low: _____

Bond Form: Standard _____ Obligees (Please attach to Request): _____

Description of Project (as it will appear on the bond): Moving Equip.

Contract Completion Time: 2-24-16

Liquidated Damages: _____

Maintenance or Warranty Period: _____

PLH Group, Inc. BOND REQUEST FORM

Bond Delivery Instructions:
(Overnight Delivery Address)

To Whom:
Where:

Email Bond Requests to:

Lori Bolin at (PLH) lbolin@plhgroupinc.com

INTERNAL BOND APPROVALS

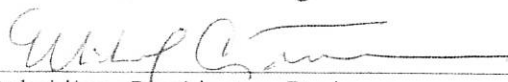
Job Name: Entergy Amelia - China

Estimated Contract Price: 700,000

Management Approval:

Job Size: \$0-\$10M

Mike Dear, CFO or Designee


Subsidiary President or Designee

Job Size: Over \$10M up to \$25M

Mark Crowson, CEO

Mike Dear, CFO

Subsidiary President or Designee

For Jobs Over \$25M – Please contact Lori Bolin

Bond SUR0034933

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, AUGER SERVICES, INC.
as Principal, of 524 W, Hwy 30
(Street and Number)
Gonzales LA and the ARGONAUT INSURANCE COMPANY
(City) (State)
, a IL corporation, as Surety, are held and
bound unto JEFFERSON COUNTY, TEXAS
1149 Pearl Street Beaumont, TX 77701
, as Oblige, in the sum of
Four Hundred Thousand and 00/100 Dollars (\$ 400,000.00)
 for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns,
 jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 12th day of February 2016.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted
 a license or permit to do business as Moving Equipment via County Roads - Job #9089

by the Oblige.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in
 conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:

☐ Until _____, or until the date of expiration of any Continuation Certificate executed by
 the Surety

OR

☒ Until canceled as herein provided.

2. This bond may be canceled by the Surety by the sending of notice in writing to the Oblige, stating when, not less than
 days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

AUGER SERVICES, INC.

Principal

Bryan Beck
Vice President

ARGONAUT INSURANCE COMPANY

By

Sandra Diaz
 Sandra Diaz Attorney-in-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Cynthia Farrell, Sandra Diaz, Evangelina L. Dominick, Vivian Carti, Annette M. Leuschner, Debra A. Deming, Andrea E. Gorbett, Anne Potter, Jessica Iannotta, Kelly O'Malley, Edward J. Reilly, Beverly A. Woolford, Valorie Spates

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$39,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013



Argonaut Insurance Company

by:

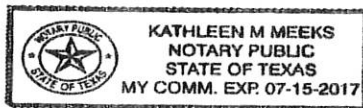
Joshua C Betz, Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, depose and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of February, 2016



Sarah Heineman

Sarah Heineman, VP-Underwriting Surety

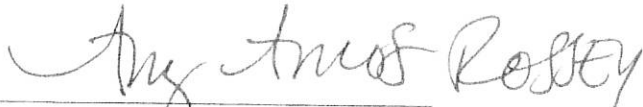
Financial Statement
Argonaut Insurance Company
Statutory Basis as of 12/31/14

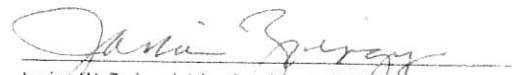
<u>Assets</u>	
CASH & INVESTED ASSETS	96,410,827
BONDS	653,150,748
STOCKS	392,937,912
INVESTMENT INCOME DUE AND ACCRUED	4,778,706
PREMIUM BALANCES	63,894,781
NET DEFERRED TAX ASSET	37,788,398
REINSURANCE RECOVERABLE	22,246,540
OTHER ASSETS	9,195,588
TOTAL ASSETS	\$ 1,280,403,500

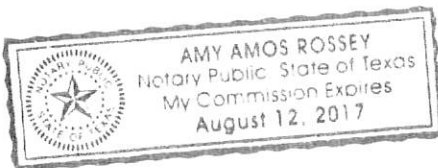
<u>LIABILITIES AND SURPLUS</u>	
UNEARNED PREMIUMS	130,777,336
LOSSES	416,952,814
LOSS ADJUSTMENT EXPENSES	100,939,059
COMMISSIONS	(5,895,059)
TAXES, LICENSES AND FEES	25,076,577
OTHER EXPENSES	3,521,982
FUNDS HELD UNDER REINSURANCE TREATIES	143,905,716
CURRENT FEDERAL AND FOREIGN INCOME TAXES	416,651
REMITTANCES AND ITEMS NOT ALLOCATED	1,411,787
AMOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	25,717,658
PAYABLE TO PARENT, SUBSIDIARIES, & AFFILIATES	4,720,490
PAYABLE FOR SECURITIES	5,400,908
POLICYHOLDER DIVIDENDS	41,827
PROVISION FOR REINSURANCE	19,499,545
CEDED REINSURANCE PREMIUMS PAYABLE	15,367,341
OTHER ACCRUED EXPENSES AND LIABILITIES	1,783,897
TOTAL LIABILITIES	\$ 889,638,529
COMMON CAPITAL STOCK	4,500,000
GROSS PAID IN AND CONTRIBUTED SURPLUS	183,407,125
UNASSIGNED SURPLUS	202,857,846
TOTAL SURPLUS TO POLICYHOLDERS	\$ 390,764,971
TOTAL LIABILITIES & SURPLUS	\$ 1,280,403,500

Janice W. Zwinggi, being duly sworn, says that she is Vice President, CFO & Treasurer of Argonaut Insurance Company and that to the best of her knowledge, and belief, the foregoing statement is a true and correct statement of the financial condition of said Company as of the 31st of December, 2014.

Subscribed and sworn to before me this 14 day of April 2015


Notary Public


Janice W. Zwinggi, Vice President, CFO & Treasurer



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:
Argo Surety Claims
(723) 623-8977

Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

Special, February 29, 2016

There being no further business to come before the Court at this time,
same is now here adjourned on this date, February 29, 2016